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GREENE & ZINNER, P.C.

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(Of Counsel)

S. Timothy Ball, Esq.
(Of Counsel)

April 7, 2006

Via Federal Express

U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, California 94105

Attn: Ms. Linda Ketallapper, SFD-7-B
Superfund Division

**Re: 104(e) Request for Information dated March 10, 2006
Omega Superfund Site
Respondent: Lucille Maslin, Executrix of the Estate of Paul Maslin
Real Property at 9005 Sorensen Avenue, Sante Fe Springs, California
Our File No. 06-05528 / 0097**

Dear Ms. Kettallaper:

We represent Lucille Maslin, Executrix of the Estate of Paul Maslin with regard to various legal matters.

Pursuant to the Information Request of the United States Environmental Protection Agency ("EPA") dated March 10, 2006 addressed to Mrs. Maslin (Exhibit "A"), please find enclosed the required "Enclosure B: Responses to Questions" (Exhibit "B") and Exhibits submitted in response thereto.

Please be advised that, per the EPA instructions, we do not assert a confidentiality claim covering the documents enclosed pursuant to Sections 104(e)(7)(E) and (F) of CERCLA, 42 U.S.C. §§9604(e)(7)(E) and (F) and Section 3007(b) of RCRA, 42 U.S.C. §6927(b) and 40 C.F.R. §2.203(b), as the documents are already a matter of public record.

If we can provide any additional information to complete your investigation, please do not hesitate to contact the undersigned.

Very truly yours,

GREENE & ZINNER, P.C.

Andrew Greene

AG:kj
enc.

cc (w/enc.): Mr. Seymour Moslin
Stephen Katz, Esq.

**Re: Lucille Maslin, Executrix of the Estate of Paul Maslin
Real Property at 9005 Sorensen Avenue, Sante Fe Springs, California
104(e) Request for Information dated March 10, 2006**

ENCLOSURE B: RESPONSES TO QUESTIONS

Reply No. 1

The representative responding on behalf and tenure of Lucille Maslin, Executrix of the Estate of Paul Maslin is:

Greene & Zinner, P.C.
Attorneys for Lucille Maslin, Executrix of the Estate of Paul Maslin
202 Mamaroneck Avenue
White Plains, New York 10601
Attn: Andrew Greene, Esq.

(p)(914) 948-4800
(f)(914) 948-4936

Reply Nos. 2 and 3

Paul Maslin, deceased, owned a 22 1/2% partnership interest in the property with others since 1975, until he died on August 13, 1998. A copy of the death certificate is annexed hereto as Exhibit "1".

In addition, please find enclosed copies of the following documents:

- a. Statement of Closing of Title dated December 15, 1975 to Purchasers, Paul Maslin, Harvey Sorkin, Seymour Moslin, and Joseph Sorkin (Exhibit "2");
- b. Individual Grant Deed dated June, 1987 from Grantors, Paul Maslin and Seymour Moslin to Grantee, Harvey Sorkin (Exhibit "3").
- c. The partnership interest of Paul Maslin was transferred under Article "5" of his Last Will and Testament dated December 14, 1990 (Exhibit "4").
- c. Grant Deed dated April 15, 2004 from Grantors, Lucille Maslin, as Trustee under

Article 5 of the Will of Paul Maslin, deceased, Harvey Sorkin and Donna Sorkin, as husband and wife, Seymour Moslin and Gladys Moslin, as husband and wife, and to Grantee, Pizza Company LLC (Exhibit "5");

- d. Copy of Preliminary Report of Lawyers Title LandAmerica Commercial Services dated January 6, 2006 (Exhibit "6");
- e. Agreement of Sale dated February, 2006 by and between Pizza Company LLC and McKesson Corporation (Exhibit "7"); and
- f.. Grant Deed dated February 7, 2006 by and between Pizza Company LLC, d/b/a Pizza Peps Company, LLC to McKesson Corporation (Exhibit "8").

Reply No. 4

The property was leased December 15, 1975 by Paul Maslin, Harvey Sorkin, Seymour Moslin, and Joseph Sorkin, as Lessors, to Foremost-McKesson, Inc., Lessee (Exhibit "9"). Said lease was amended by First Amendment dated April 30, 1976 (Exhibit "10") and further amended by Second Amendment of Lease between the parties dated May 10, 1978 (Exhibit "11").

Reply No. 5

The property was leased December 15, 1975 by Paul Maslin, Harvey Sorkin, Seymour Moslin, and Joseph Sorkin, as Lessors, to Foremost-McKesson, Inc., Lessee (Exhibit "9"). Said lease was amended by First Amendment dated April 30, 1976 (Exhibit "10") and further amended by Second Amendment of Lease between the parties dated May 10, 1978 (Exhibit "11").

Reply No. 6

See Above.

Reply No. 7

The following documents are annexed regarding the New York limited liability company, Pizza Company, LLC:

- 1. Articles of Organization dated May 23, 2003 (Exhibit "12"); and
- 2. Operating Agreement dated June 15, 2003 between Lucille Maslin, as Trustee under Article 5 of the Will of Paul Maslin, deceased, Harvey Sorkin and Seymour Moslin (Exhibit "13").

In addition, also enclosed is the Registration form filed by Pizza Company LLC to permit it to do business in the State of California as Pizza Peps Company LLC (Exhibit "14").

Reply No. 8

The deceased Paul Maslin was a partner of Joseph Sorkin, also deceased, from about 1975 in the McKesson Property. (See Exhibit "2"). Joseph Sorkin died January 24, 1991.

Reply No. 9

Paul Maslin and Seymour Moslin were cousins. They were also business partners for many years.

Seymour Moslin's address is 560 West 180th Street, New York, New York 10033. His telephone number is (212) 927-1400.

Reply No. 10

Paul Maslin and Harvey Sorkin were business partners.

Harvey Sorkin's address is 228 Grand Pointe Drive, Palm Beach Gardens, Florida 33418. His telephone number is (561) 207-6887.

Reply No. 11

See Reply No. 7.

CANADA
NEWFOUNDLAND

CERTIFICATE
OF DEATH

Vital Statistics
Department of Government Services and Lands

FD18273

Name of Deceased

PAUL MASLIN

Age

82 YEARS

Sex

MALE

Date of Death

AUGUST 13, 1998

Marital Status

MARRIED

Place of Death

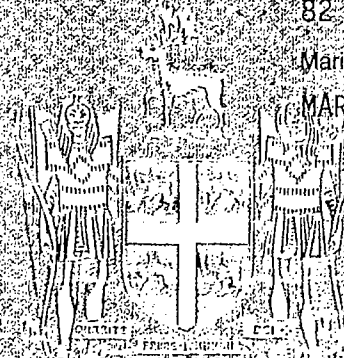
HAPPY VALLEY-GOOSE BAY

Date of Registration

SEPTEMBER 16, 1998

Registration No.

1998-10-03414



Given Under My Hand

at St. John's, Newfoundland

This 17TH day of SEPTEMBER 1998

CERTIFIED EXTRACT FROM THE REGISTRATION OF DEATH
ISSUED AT ST. JOHN'S, NEWFOUNDLAND, CANADA

Brenda Andrews

REGISTRAR GENERAL

SELLER: CROCKER LAND COMPANY
BUYERS: HARVEY SORKIN, SEYMOUR MOSLIN, PAUL MASLIN and JOSEPH SORKIN
Address: Santa Fe Springs, Los Angeles, California

Following Persons Were Present: This transaction closed with the Title Insurance and
1st Company acting as Escrow Agent for the parties.

	Credit To Buyer	Credit To Seller
Chase Price	\$	\$ 759,365 00
Paid On Account Of Purchase Price	1,000 00	
Mortgage Balance		
Interest at % from to		
1 Mortgage Balance		
Interest at % from to		
Chase Money Mortgage	667,477 00	
Insurance Apportioned (See Schedule)		
Res		
Per		
il		
its (See Schedule)		
ier Adjustments		
al Credit To Seller		\$ 759,365 00
al Credit To Buyer	\$ 668,477 00	
ance Due Seller		\$ 90,888 00

- 1 -

The purchase price hereinbefore set forth is
apportioned as follows:

1. For the land and improvements	\$735,283.00
2. Prepaid interest on Note and Purchase Money Mortgage made in the sum of \$667,477.00 for the period December 15, 1975 to May 1, 1976	24,082.00
Total	<u>\$759,365.00</u>

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME Rabine & Nickelsberg
STREET ADDRESS 1809 Williamsbridge Road
CITY & STATE Bronx, N.Y. 10461

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$

COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.

OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE:

Signature of Declarant or Agent determining tax. Firm Name

Individual Grant Deed

THIS FORM FURNISHED BY STEWART TITLE

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SEYMOUR MOSLIN, residing at 560 W. 180th Street, New York, N.Y. 10033, a married man as his sole and separate property and

PAUL MASLIN, residing at 560 W. 180th Street, New York, N.Y. 10033 a married man as his sole and separate property

hereby GRANT(S) to

HARVEY SORKIN, residing at Westerleigh Road, Purchase, N.Y. 10577, a married man as his sole and separate property

all of the grantors interest in and to
the following described real property in the City of Sante Fe Springs
County of Los Angeles State of California, described as:

Set Forth on Schedule "A" Annexed

Dated: June , 1987

STATE OF ~~CALIFORNIA~~ NEW YORK }
COUNTY OF _____ } ss.

On _____ before me, the under-
signed, a Notary Public in and for said County and State, personally
appeared Seymour Moslin and Paul Maslin

_____, personally
known to me (or proved to me on the basis of satisfactory evidence)
to be the person(s) whose name(s) _____ subscribed to the within
instrument and acknowledged that they executed the same.

SEYMOUR MOSLIN

PAUL MASLIN

Name (Typed or Printed).

Notary Public in and for said County and State

APN

SCHEDULE "A"
DESCRIPTION

DESCRIPTION:

THAT PORTION OF THE 236 ACRE TRACT OF LAND KNOWN AS THE COLIMA TRACT, IN THE RANCHO SANTA GERTRUDES, IN THE CITY OF SANTA FE SPRINGS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALLOTTED TO JOSE SANCHEZ COLIMA AND NICHOLAS S. COLIMA BY DECREE OF PARTITION ENTERED IN CASE NO. 2942 OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 6 OF PARCEL MAP 3393, FILED IN BOOK 48 PAGE 11 OF PARCEL MAPS OF SAID COUNTY; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 6, SOUTH 5 DEGREES 41 MINUTES 44 SECONDS WEST 145.52 FEET TO THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE EASTERLY AND HAVING A RADIUS OF 1040.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7 DEGREES 44 MINUTES 05 SECONDS, AN ARC DISTANCE OF 140.40 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 6; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 6, NORTH 88 DEGREES 12 MINUTES 16 SECONDS WEST 537.50 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 6; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 6, NORTH 7 DEGREES 47 MINUTES 38 SECONDS 99.18 TO THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 327.74 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62 DEGREES 24 MINUTES 29 SECONDS, AN ARC DISTANCE OF 357.46 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 6; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 6, SOUTH 78 DEGREES 10 MINUTES 15 SECONDS EAST 692.73 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND IS SHOWN AS PARCEL 6 OF PARCEL MAP NO. 3393 IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 48 PAGE 11 OF PARCEL MAPS OF SAID COUNTY.

CONFORMED
COPY

LAST WILL AND TESTAMENT

OF

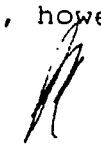
PAUL MASLIN

I, PAUL MASLIN, of East Hills, Nassau County, New York, do make, publish and declare this to be my Last Will and Testament, hereby revoking all wills and codicils at any time heretofore made by me.

ARTICLE ONE: At the date of the execution of this will, my immediate family consists of my spouse, LUCILLE MASLIN, and my daughter, JANET M. CHEEVER.

ARTICLE TWO: I give and bequeath all tangible personal property owned by me at the time of my death, including, but not limited to, furniture, furnishings, rugs, pictures, books, silver, plate, linen, china, glassware, objects of art, wearing apparel, jewelry, boats and automobiles, together with all policies of insurance relating thereto, to my spouse, if she survives me, or, if she does not survive me, to my daughter.

ARTICLE THREE: If my spouse survives me, I give and bequeath to the Trustee hereinafter named a pecuniary sum equal to the maximum amount by which my federal taxable estate (determined without regard to this Article of my Will) may be increased without causing an increase in the federal estate tax payable by reason of my death after taking into account all credits available against such tax, provided, however,



that the credit for state death taxes shall be taken into account only to the extent that it does not result in an increase in the state death taxes which would otherwise be payable. In computing the amount of this bequest, the values and amounts as finally determined for federal estate tax purposes shall control, disclaimers shall not be taken into account, and it shall be assumed that an election is made to qualify all qualified terminable interest property for the marital deduction regardless of what election is in fact made.

I direct the Trustee to hold said sum, IN TRUST NEVERTHELESS, to manage, invest and reinvest the same, to collect the income thereof, and to pay over or apply the net income, to such extent and at such time or times as the Trustee, in its absolute discretion, shall determine, to or for the benefit of such one or more members of a class consisting of my spouse and my descendants living from time to time, as the Trustee, in its absolute discretion, shall determine. Any net income not so paid over or applied shall be accumulated and added to the principal of the trust at least annually and thereafter shall be held, administered and disposed of as a part thereof.

Subject to ARTICLE SEVEN hereof, I authorize the Trustee, at any time and from time to time, to pay over to or apply for the benefit of such one or more members of a class consisting of my spouse and my descendants living from time to

time, out of the principal of the trust held for the benefit of such persons pursuant to this Article, such sum or sums, including the whole thereof, as the Trustee, in its absolute discretion, shall determine.

Upon the death of my spouse, the principal of the trust, as it shall then be constituted, shall be disposed of as directed in ARTICLE SIX.

ARTICLE FOUR: If my spouse survives me, I give to the Trustee hereinafter named, IN TRUST, a pecuniary sum equal to the amount (if any) by which the amount of my GST exemption (within the meaning of Section 2631 of the Code) available for my Executor to allocate (as determined immediately after my death) exceeds the value of property passing under ARTICLE THREE (as therein determined).

The Trustee shall hold, manage, invest and reinvest the said sum, to collect the income thereof, and to pay over the net income to my spouse, or to apply the same for her benefit, in convenient installments but at least quarter-annually, during her life.

Subject to ARTICLE SEVEN hereof, I authorize the Trustee, at any time and from time to time, to pay over to or apply for the benefit of my spouse, out of the principal of the trust held for her benefit pursuant to this Article, such sum or sums, including the whole thereof, as the Trustee, in its absolute discretion, shall determine.

I direct the Trustee to pay over to my spouse, at her written request, out of the principal of the trust held for her benefit pursuant to this Article, in each successive calendar year commencing with the calendar year in which my death shall occur, such sum not exceeding the greater of Five Thousand (\$5,000) Dollars or Five (5%) Percent of the assets of the principal of the trust valued as of the date of the receipt of such request, provided, however, that only one such request may be made in any such calendar year, and such right to withdraw sums of principal shall not be cumulative from year to year.

Upon the death of my spouse, the principal of the trust, as it shall then be constituted, shall be disposed of as directed in ARTICLE SIX.

ARTICLE FIVE: All the rest, residue and remainder of my property and estate, both real and personal, of whatsoever kind and wheresoever situated, of which I shall die seized or possessed or of which I shall be entitled to dispose at the time of my death (my "residuary estate"), I give, devise and bequeath to the Trustee hereinafter named, IN TRUST, NEVERTHELESS, to hold, manage, invest and reinvest the same, to collect the income thereof, and to pay over the net income to my spouse, or to apply the same for her benefit, in convenient installments, but at least quarter-annually, during her life.

Subject to ARTICLE SEVEN hereof, I authorize the Trustee, at any time and from time to time, to pay over to or apply for the benefit of my spouse, out of the principal of the trust held for her benefit pursuant to this ARTICLE, such sum or sums, including the whole thereof, as the Trustee, in its absolute discretion, shall determine.

I direct the Trustee to pay over to my spouse, at her written request, out of the principal of the trust held for her benefit pursuant to this Article, in each successive calendar year commencing with the calendar year in which my death shall occur, such sum not exceeding the greater of Five Thousand (\$5,000) Dollars or Five (5%) Percent of the assets of the principal of the trust valued as of the date of the receipt of such request, provided, however, that only one such request may be made in any such calendar year, and such right to withdraw sums of principal shall not be cumulative from year to year.

Upon the death of my spouse, the principal of the trust, as it shall then be constituted, or, if my spouse does not survive me, upon my death my residuary estate, shall be transferred, conveyed and paid over, and I give, devise and bequeath the same, to my daughter, or if she does not survive me, as directed in ARTICLE SIX.

Upon my spouse's death my Trustee shall, except to the extent my spouse's will contains a different direction for the payment of death taxes which specifically refers to this trust, make available to my spouse's executors from the principal of this trust such amount as the executors determine to be equal to the excess of (a) all death taxes which become payable by reason of my spouse's death over (b) the death taxes that would become payable by reason of my spouse's death if in the tax computation there had not been included any part of the property belonging to this trust or any part of the property belonging to the trust created under Article Four hereof.

My Trustee shall pay this amount at such times as my spouse's executors may in writing request as funds are needed to pay the death taxes. The determination of my spouse's executors as to the amount payable shall be conclusive upon all persons interested in the trust.

ARTICLE SIX: All property directed to be disposed of under the provisions of this Article shall be divided into a sufficient number of equal shares so that there shall be set aside one such share for each grandchild of mine then living, such shares to be disposed of as follows:

A. If any grandchild of mine shall have then reached the age of thirty-five (35) years, the share set aside for such grandchild shall be transferred, conveyed and paid

over, and I give, devise and bequeath the same to such grandchild.

B. If any grandchild of mine shall not then have reached the age of thirty-five (35) years, the share set aside for such grandchild shall be held in further trust by, and I give, devise and bequeath the same to the Trustee hereinafter named, IN TRUST, NEVERTHELESS, for the following uses and purposes: to manage, invest and reinvest the same, to collect the income thereof and, if such grandchild is under the age of twenty-one (21) years at the time his or her share is set aside, to pay or apply the net income for such grandchild's benefit until he or she reaches the age of twenty-one (21) years, to such extent and at such time or times in such manner as the Trustee, in its absolute discretion, shall determine, without court order.

Any net income not so applied shall be added to the principal of the trust at least annually and thereafter shall be held, administered and disposed of as a part thereof.

From and after such grandchild's twenty-first (21st) birthday, or from and after the inception of the trust if such grandchild shall have then reached the age of twenty-one (21) years, the Trustee shall pay over the net income to such grandchild, or shall apply the same for his or her benefit, in convenient installments but at least annually.

Subject to ARTICLE SEVEN hereof, I authorize the Trustee, at any time and from time to time, to pay over to such grandchild, or to apply for his or her benefit, out of the principal of the trusts held for his or her benefit pursuant to this Article, such sum or sums, including the whole thereof, as the Trustee, in its absolute discretion, shall determine.

When such grandchild reaches the age of twenty-five (25) years, the Trustee shall transfer, convey and pay over to such grandchild one-third ($1/3$) of the principal of the trust, as it shall then be constituted. When such grandchild reaches the age of thirty (30) years, the Trustee shall transfer, convey and pay over to such grandchild one-half ($1/2$) of the principal of the trust, as it shall then be constituted.

When such grandchild reaches the age of thirty-five (35) years, the Trustee shall transfer, convey and pay over to such grandchild the principal of the trust, as it shall then be constituted. Upon the death of such grandchild before reaching the age of thirty-five (35) years, the principal of the trust shall be transferred, conveyed and paid over to such grandchild's then living descendants, in equal shares per stirpes, or, if no such descendant is then living, to my descendants in equal shares, per stirpes, provided however, the share set aside for any grandchild of mine shall be added to the principal of the trust created for such

grandchild by this paragraph B and shall be held, administered and disposed of as a part thereof.

Anything above to the contrary notwithstanding, the Trustee shall have the discretion to terminate a trust held for the benefit of a grandchild and pay the then principal of the trust, as it shall then be constituted, to such grandchild at any time after such grandchild has attained the age of twenty-five (25) years.

C. Notwithstanding the foregoing provisions, upon the death of the survivor of my spouse and me, in making the division of property directed to be disposed of under the provisions of this Article, my Executor or the Trustee shall keep separate all property passing hereunder by virtue of different Articles of this Will. For example, any property which is to be held in trust for my grandchildren after first being held in trust for my spouse under ARTICLES THREE and FOUR shall be held in separate trusts from any trust for my grandchildren created from the property which had first been held in trust for my spouse under ARTICLE FIVE.

Notwithstanding this paragraph, trusts with identical provisions for the same beneficiaries may be merged and administered as a single trust if, due to changes in or clarifications of the tax laws, the Trustee is satisfied that no significant tax benefits will be lost as a result of such merger.

ARTICLE SEVEN: A. In exercising its discretionary powers to pay or accumulate income and to pay principal, the Trustee (a) shall consider primarily the welfare of current beneficiaries and shall favor their interests over the interests of succeeding beneficiaries to the extent that the Trustee deems it prudent and in the best interests of current beneficiaries to do so, and (b) may consider or ignore, as the Trustee deems advisable, other resources of current beneficiaries. The interests of succeeding beneficiaries are subordinate to the exercise of these powers and the Trustee's determinations as to when and to what extent to exercise the powers shall be conclusive.

B. To the extent possible, no principal shall be paid to my spouse from the trust under ARTICLE THREE if principal from the trust under ARTICLE FOUR is available for distribution to her. To the extent possible, no principal shall be paid to my spouse from the trust under ARTICLE FOUR if principal from the trust under ARTICLE FIVE is available for distribution to her.

C. The Trustee shall not be responsible for the use made by any person of any payment of principal which may be made to that person hereunder, and the Trustee shall not be obliged to see to the proper use or application thereof by such person.

ARTICLE EIGHT: A. Whenever any property vests pursuant to the provisions of this Will in a person under the age of twenty-one (21) years, the person acting hereunder as Executor shall have the right to act as donee of a power during minority with the same rights, powers, authority, discretion and immunities, and subject to the same duties, as are conferred or imposed upon such fiduciary in this Will. If such property is so held, I authorize said donee to invest, and reinvest such property for the benefit of such person under the age of twenty-one (21) years, to receive the income therefrom and to pay or apply to or for the benefit of such person such part or all of the net income thereof and such part or all of such property as said donee may, from time to time, in his discretion, determine. Any undistributed property shall be distributed to such person at the age of twenty-one (21) years or, if he or she shall die before attaining the age of twenty-one (21) years, shall upon his or her death be distributed to his or her estate.

B. Said donee shall be entitled to receive such compensation as he would be entitled to receive if he were holding the property as Trustee of a separate trust under this Will and shall not be required to render periodic accounts to any court.

C. Any provisions of this Article notwithstanding, said donee may, instead of holding property

distributable to a person under the age of twenty-one (21) years under such power, distribute such property to a parent or guardian of such person under twenty-one (21) years of age or to a Custodian for such person under the Uniform Gifts to Minors Act (or similar statute) of any jurisdiction. My Executor shall have full right, power and authority to select such Custodian, who may be my Executor.

ARTICLE NINE: In the administration of any property, real or personal, forming a part of my estate or of any trust established hereunder, whether owned by me at the time of my death or subsequently acquired by my Executor or the Trustee, including any accumulated income thereof, my Executor or the Trustee, in addition to and not by way of limitation of the powers provided by law, shall, except as otherwise provided in this my Will, have the following powers to be exercised in its absolute discretion:

(1) To retain such property for any period, whether or not the same be of the character permissible for investments by fiduciaries under any applicable law, and without regard to any effect the retention may have upon the diversification of the investments.

(2) To sell, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, such property, at public or private sale, with or without security, in such manner, at such time or times, for such purposes, for

such prices and upon such terms, credits and conditions as my Executor or the Trustee may deem advisable.

(3) To invest and reinvest in common stocks, preferred stocks, investment trusts, bonds, securities, and other property, real or personal, foreign or domestic, including any undivided interest in any one or more common trust funds, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment or reinvestment may have upon the diversification of the investments.

(4) To render liquid my estate or any trust estate in whole or in part at any time or from time to time and to hold cash or readily marketable securities of little or no yield for such period as my Executor or the Trustee may deem advisable.

(5) To lease any such property beyond the period fixed by statute for leases made by fiduciaries and beyond the duration of any trust created hereunder.

(6) To join or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation or exchange, and to deposit any securities with any committee, depository or trustee, and to pay any and all fees, expenses and assessments incurred in connection therewith, and to

charge the same to principal; to exercise conversion, subscription or other rights, and to make any necessary payments in connection therewith, or to sell any such privileges.

(7) To vote in person at meetings of stock or security holders or any adjournments of such meetings or to vote by general or limited proxy with respect to any such shares of stock or other securities held by my Executor or the Trustee.

(8) To hold securities in the name of a nominee without indicating the trust character of such holding, or unregistered or in such form as will pass by delivery; or to use a central depository, such as The Depository Trust Company and The Federal Reserve Bank of New York, and permit the registration of registered securities in the name of its nominee.

(9) To complete, extend, modify or renew any loans, notes, bonds, mortgages, contracts or any other obligations which I may owe or own or to which I may be a party or which may be liens or charges against any of my property or against my estate, although I may not be liable thereon, in such manner as my Executor or the Trustee may deem advisable; to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of my estate or any trust estate against others or of others against

the same as my Executor or the Trustee may deem advisable, including the acceptance of deeds of real property in satisfaction of bonds and mortgages, and to make any payments in connection therewith which my Executor or the Trustee may deem advisable.

(10) To borrow money for any purpose from any source, including any fiduciary at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by mortgage or pledge of any property.

(11) To possess, manage, insure against loss by fire or other casualties, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property not hereinabove specifically devised; to satisfy and discharge or extend the term of any mortgage thereon; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make repairs, replacements and improvements, structural or otherwise, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting, to abstain from the payment of taxes, water rents, assessments, repairs, maintenance and upkeep of the same; to permit to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration; to set up appropriate reserves out of income for repairs, modernization and upkeep of buildings,

including reserves for depreciation and obsolescence, and to add such reserves to principal, and, if the income from the property itself should not suffice for such purposes, to advance out of other income any sum needed therefor, and, except in the case of a trust for which the marital deduction is allowable in determining the federal estate tax payable by my estate, to advance any income of the trust for the amortization of any mortgage on property held in the trust.

(12) To invest in any money market deposit or similar account or securities, or in one or more mutual funds or similar investments.

(13) To make distributions directly from my estate to the beneficiaries of any trust created hereunder, whether or not such trust has been funded at the time of any such distribution.

(14) To pay all expenses, costs, fees and other charges incurred in connection with the preservation, protection and delivery of all personal property, even though such property is specifically bequeathed.

(15) To make distribution in kind (including in satisfaction of pecuniary bequests) and to cause any distribution to be composed of cash, property or undivided shares in property different in kind from any other distribution without regard to the income tax basis of the property distributed to any beneficiary of any trust.

(16) To execute and deliver any and all instruments in writing which it may deem advisable to carry out any of the foregoing powers. No party to any such instrument in writing signed by my Executor or the Trustee shall be obliged to inquire into its validity.

(17) Notwithstanding anything to the contrary contained in this Article of my Will, in the case of a trust for which the marital deduction is allowable in determining the federal estate tax payable by my estate, none of the powers granted to my Executor and the Trustee by this Article shall be exercised in such a manner as to disqualify such trust or any part thereof from such marital deduction.

ARTICLE TEN: I authorize my Executor (other than any Executor prohibited from doing so by another provision of this Will) to allocate any amount of my GST exemption under Section 2631(a) of the Code to such property of which I am the transferor as my Executor shall, in my Executor's absolute discretion, select, whether or not passing under this Will, including property transferred by me during my life, whether or not I allocated any GST exemption to such property, and without any duty to favor beneficiaries under this Will over beneficiaries of property passing outside this Will.

ARTICLE ELEVEN: Whenever my Executor allocates any amount of my GST exemption (within the meaning of Section 2631 of the Code) to property passing to a trust under this Will

(including but not limited to a separate trust described in the next paragraph), I authorize my Executor to divide such property into two fractional shares equal respectively to the applicable fraction and the inclusion ratio (within the meaning of Section 2642(a) of the Code) that would result for such trust if said amount were allocated to such property without such division, and to allocate said exemption entirely to the share equal to said applicable fraction. Said shares shall be held and administered by the Trustee as separate trusts with identical terms. The purpose of this paragraph is to provide an inclusion ratio (within the meaning of Section 2642(a)(1) of the Code) of zero for the separate trust receiving the fractional share to which the allocation is made, and if that trust is a trust described in Section 2652(a)(3) of the Code, to enable my Executor to make the election described in that section with respect to it as a separate trust.

If my Executor makes the so-called QTIP election under Section 2056(b)(7) of the Code over a portion (but less than all) of any property passing to a trust hereunder, I authorize my Executor to divide such property into two fractional shares equal respectively to the portion as to which the election was made and the portion as to which it was not made, in the manner prescribed by Proposed Reg. §20.2056(b)-7(b). Said shares shall be held and administered by the Trustee as

separate trusts with identical terms, so that one of said trusts is entirely subject to said election and the other is not subject to it. One of my purposes in authorizing such division is to enable my Executor to separately allocate my GST exemption to one or both of said trusts.

Whenever two trusts hereunder are directed to be combined into a single trust (for example, because property of one trust is to be added to the other trust), if said trusts have different inclusion ratios with respect to any common transferor or have different transferors for generation skipping tax purposes, I authorize the Trustee, instead of combining said trusts, to administer them as two separate trusts with identical terms in accordance with the provisions that would have governed the combined trusts. If anyone (for example, my spouse), adds property to a trust hereunder by gift or bequest after my death, I authorize the Trustee to hold the added property as a separate trust with terms identical to the trust to which it would have been added.

I authorize the Trustee, at any time during the administration of any trust hereunder to divide such trust into two fractional shares, which shall thereafter be administered as separate trusts with identical terms, whenever the Trustee determines that the division may help reduce generation-skipping transfer tax or ease administrative problems resulting from the tax. For example: a trust with

and any such action shall be binding on a successor Executor or Trustee.

ARTICLE TWELVE: All transfer, estate, inheritance, succession and other death taxes which shall become payable by reason of my death as a result of section 2044 of the Code, shall be paid out of my residuary estate.

ARTICLE THIRTEEN: Notwithstanding any other provision of my Will, any trust not sooner terminated shall terminate twenty-one (21) years after the death of the last to die of my spouse, myself and my descendants living at the time of my death and the remaining property in such trust at such termination shall be paid to its then income beneficiary.

ARTICLE FOURTEEN: I appoint my spouse, LUCILLE MASLIN, Executor of this my Last Will and Testament.

If my spouse should fail to qualify or cease to act for any reason whatsoever, I appoint my daughter, JANET M. CHEEVER, as Executor in her place and stead. If my daughter shall fail to qualify or cease to act for any reason whatsoever, I appoint my son-in-law, BENJAMIN HALE CHEEVER, as Executor in her place and stead. If my son-in-law shall fail to qualify or cease to act for any reason whatsoever, I appoint DAVID GORDON as Executor in his place and stead.

ARTICLE FIFTEEN: A. I appoint my spouse, LUCILLE MASLIN, and my daughter, JANET M. CHEEVER, as Trustees of each of the trusts herein created.

If either my spouse or my daughter shall fail to qualify or cease to serve as Trustee, I appoint my son-in-law, BENJAMIN HALE CHEEVER, as successor co-Trustee. If my son-in-law shall fail to qualify or cease to serve as Trustee, I appoint DAVID GORDON, as successor co-Trustee.

B. Anything hereinabove to the contrary notwithstanding, so long as my spouse is acting as one of the Trustees hereunder, all determinations with respect to discretionary payments or applications of income or principal to or for the use of any beneficiary shall be made exclusively by my other Trustee, and nothing contained herein shall be construed so as to permit my spouse to appoint either the income or principal of the trust to herself, her estate, her creditors or the creditors of her estate.

C. Notwithstanding anything herein, no principal or income of any trust shall be used to satisfy any support or other legal obligation of any Trustee.

ARTICLE SIXTEEN: I direct that no Executor or Trustee shall be required to give any bond, and that if, notwithstanding this direction, any bond is required by any law, statute or rule of court, no sureties be required thereon.

ARTICLE SEVENTEEN: Unless the context otherwise requires, wherever used herein words importing the singular

shall include the plural and words importing the masculine shall include the feminine and neuter and vice versa.

ARTICLE EIGHTEEN: The term "Code" whenever used herein shall mean the Internal Revenue Code of 1986, as amended, or any corresponding provision of any subsequent Federal tax law.

IN WITNESS WHEREOF, I, PAUL MASLIN, have to this my Last Will and Testament, subscribed my name and set my seal this 14th day of December, in the year One Thousand Nine Hundred and Ninety.

Paul Maslin (L.S.)
PAUL MASLIN

Subscribed and sealed by the Testator in the presence of us and each of us, and at the same time published, declared and acknowledged by him to us to be his Last Will and Testament, and thereupon we, at the request of the said Testator, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses this 14th day of December, 1990.

Andrew Hyde residing at 47 Berkshire Rd
Rockville Centre, NY 11570

Barbara Lacey residing at 93-08 214 Street
Queens Village, NY 11428

William F. O'Brien residing at 196 Parkway Ct.
Mineola, NY 11570

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

Each of the undersigned, individually and severally being duly sworn, deposes and says:

The within Will was subscribed in our presence and sight at the end thereof by PAUL MASLIN, the within named Testator, on the 14th day of December, 1990, at 170 Old Country Road, Mineola, New York

Said Testator at the time of making such subscription declared the instrument so subscribed to be his Last Will and Testament.

Each of the undersigned thereupon signed his name as a witness at the end of said Will at the request of said Testator and in his presence and sight and in the presence and sight of each other.

Said Testator was, at the time of so executing said Will, over the age of eighteen (18) years and, in the respective opinions of the undersigned, of sound mind, memory and understanding and not under any restraint or in any respect incompetent to make a Will.

The Testator, in the respective opinions of the undersigned, could read, write and converse in the English language and was suffering from no defect of sight, hearing or speech, or from any other physical or mental impairment which would affect his capacity to make a valid Will. The Will was

executed as a single, original instrument and was not executed in counterparts.

Each of the undersigned was acquainted with said Testator at such time and makes this affidavit at his request.

The within Will was shown to the undersigned at the time this affidavit was made and was examined by each of them as to the signatures of said Testator and of the undersigned.

The foregoing instrument was executed by the Testator and witnessed by each of the undersigned affiants under the supervision of Andrea Hyde, an attorney-at-law.

Andrea Hyde
Barbara Kagan
James J. (Art) C.

Severally sworn to before me
this 14th day of December, 1990.

Kathleen M. Gazerro
Notary Public

KATHLEEN M. GAZERRO
Notary Public, State of New York
No. 01GA4721128
Qualified in Suffolk County
My Commission Expires 4/30/92

Last Will and Testament of

PAUL MASLIN

December 14, 1990

CONFORMED
COPY

RUSKIN, SCHLISSEL, MOSCOU,
EVANS & FALTISCHEK, P.C.

COUNSELORS AT LAW
170 OLD COUNTRY ROAD
MINEOLA, NEW YORK 11501-4366

(516) 248-9500

(212) 688-8300

This page is part of your document - DO NOT DISCARD

04 2083399

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

2:01 PM AUG 12 2004

TITLE(S) :

Leed *210*



LEAD SHEET

FEE

D.T.T

FEE \$13	HH
3	

CODE
20

CODE
19

NCPF Code 19 \$ 9-

CODE
9

SURVEY, MONUMENT FEE \$10. CODE 9 9

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Showr

8168 - 007 - 026

001

THIS FORM NOT TO BE DUPLICATED

NOTIFICATION SENT-\$1

8793613

RECORDING REQUESTED BY

MAIL
TAX STATEMENTS TO

NAME Belkin Wenig & Goldman, LLP
ADDRESS 270 Madison Avenue
CITY New York, New York 10016
STATE & ZIP (212) 867-4466
Attn: Robert A. Jacobs, Esq.

GRANT DEED

TITLE ORDER NO. ESCROW NO.

"Grantors and Grantees in this conveyance are
the same parties who continue to hold the same
proportionate interests in the property
(R&T: 11923(d))

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX is \$ zero* CITY TAX \$ zero*

() computed on full value of property conveyed, or computed on full value less value of liens
or encumbrances remaining at time of sale.

() Unincorporated area: * City of Santa Fe Springs, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Harvey Sorkin and Donna Sorkin, as husband and wife, residing at 30 Glenn Street, White
Plains, New York 10603, Seymour Moslin and Gladys Moslin, as husband and wife, residing at
560 W. 180th Street, New York, New York 10033, and Lucille Maslin, residing at 70 Oak Drive
Brooklyn, NY 11576, as Trustee under Article 5 of the Will of Paul Maslin, deceased,

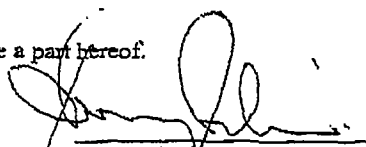
hereby GRANT(s) to

Pizza Company LLC, a limited liability company duly organized under the laws of the State of
New York, County of New York, having an address at C/O Mirimar Management, 560 West
180th Street, New York, New York 10033,

the following described real property in the County of Los Angeles, State of California,
described as:

Set forth on Schedule "A" Annexed hereto and made a part hereof.

Dated: April 15, 2004


Harvey Sorkin


Donna Sorkin


Seymour Moslin


Gladys Moslin Moslin

THIS SIGNATURE BLOCK IS INTENTIONALLY BLANK

~~XXXXXXXXXXXXXXXXXXXX~~


Lucille Maslin

Lucille Maslin, as Trust
under Article 5 of the W:
of Paul Maslin, deceased.

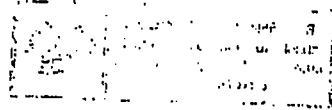
STATE OF Florida)
COUNTY OF Palm Beach)s.s.

On April 6, 2004 before me, Cherylann Schneider, a notary public, (here insert name and title of the officer), personally appeared Harvey Sorkin
and Donna Sorkin

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Cherylann Schneider
STATE OF NEW YORK)
COUNTY OF New York)s.s.



On April 15, 2004 before me, Catherine Nichols, (here insert name and title of the officer), personally appeared Seymour Moslin and Gladys Moslin

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Catherine Nichols

No. 01N14061198
Catherine Nichols
Notary Public State Of New York
Qualified in New York County
My Commission Expires 2/3/05

STATE OF NEW YORK)
COUNTY OF New York)s.s.

On April 15 2004 before me, Catherine Nichols, (here insert name and title of the officer), personally appeared Lucille Maslin

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Catherine Nichols

No. 01N14061198
Catherine Nichols
Notary Public State Of New York
Qualified in New York County
My Commission Expires 2/3/05

Schedule A

PARCEL 6 in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on PARCEL MAP NO. 3393 filed for record October 11, 1973, in Book 48, page 11 of Parcel Maps, in the Office of the County Recorder of said County.

TOGETHER with all of guarantor's right, title and interest in and to that portion of the Westerly half of Sorensen Avenue (80 feet wide) abutting the above described real property.

EXCEPTING there from that portion of said property lying below a dept of five (500) feet measured vertically from the contour of the surface thereof; provided, however, that grantor, its successors and assigns shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property granted herein, or any part thereof, lying between said surface and five (500) feet below said surface, as excepted by Southern Pacific Industrial Development Company, a Texas corporation, in deed recorded October 21, 1975, as Instrument No. 363.

SUBJECT to all easements, rights of way, encumbrances, covenants, conditions, restrictions, obligations and liabilities as may appear of record.



Lawyers Title Company
655 North Central Avenue
Ste 2200
Glendale, Ca 91203
Phone: (818) 552-7255

LandAmerica Commercial Services
One Market Spear Tower #1850
San Francisco, CA 94105

Our File No: 09502033 - 27
Title Officer: Doug Abernathy
e-mail: dabernathy@landam.com
Phone: (818) 552-7000, ext. 6421
Fax: (818) 552-7279

Attn: **Linda Rae Paul**

Your Reference No:

Property Address: 9005 Sorensen Avenue, Santa Fe Springs, California

PRELIMINARY REPORT

Dated as of January 5, 2006 at 7:30 a.m.

In response to the above referenced application for a policy of title insurance, Lawyers Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusion from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit B attached. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit B. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit B of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

File No: 09502033

SCHEDULE A

The form of policy of title insurance contemplated by this report is:

ALTA Loan 1992

The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

Title to said estate or interest at the date hereof is vested in:

Pizza Company LLC, a limited liability company

The land referred to herein is situated in the County of Los Angeles, State of California, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Parcel 6 in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on Parcel Map No. 3393, filed for Record October 11, 1973, in Book 48, Page 11 of Parcel Maps, in the Office of the County Recorder of said County.

Excepting therefrom that portion of said property lying below a depth of five hundred (500) feet measured vertically from the contour of the surface thereof; provided, however, that grantor, its successors and assigns shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property granted herein, or any part thereof, lying between said surface and five hundred (500) feet below said surface, as excepted by Southern Pacific Industrial Development Company, a Texas Corporation, in deed recorded October 21, 1975, as Instrument No. 363, Official Records.

Assessor's Parcel Number: **8168-007-026**

SCHEDULE B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

- A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2006 – 2007 which are a lien not yet payable.
- B. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year 2005-2006
- | | | |
|---------------------------|--------------|--|
| 1st Installment: | \$10,451.53 | Paid |
| 2nd Installment: | \$10,451.52 | This amount is valid until April 10, after which penalties apply |
| Penalty (including cost): | \$1,055.15 | Due with installment amount if paid after April 10 |
| Homeowner's Exemption: | \$none | |
| Code Area: | 06141 | |
| Assessment No.: | 8168-007-026 | |
- C. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.
1. An easement for the purpose shown below and rights incidental thereto as reserved in a document
- | | |
|-----------|--|
| Purpose: | Removing oil, gas, and other hydrocarbon substances |
| Recorded: | May 26, 1960, in Book D-859, Page 21, Official Records |
| Affects: | That portion of said land formerly within the 50 foot right of way Whittier Branch of the Southern Pacific Railroad Company. |
2. An undertaking dated July 17, 1970, by and between Southern Pacific Transportation Company, a Corporation, and the City of Santa Fe Springs upon the covenant, conditions and provisions, as therein set forth, recorded August 3, 1970, in Book M-3543, Page 264, Official Records.
3. An easement for the purpose shown below and rights incidental thereto as set forth in a document
- | | |
|-------------|---|
| Granted to: | The City of Santa Fe Springs |
| Purpose: | sanitary sewers and public utilities |
| Recorded: | January 29, 1973, as Instrument No. 3229, in Book 5744, Page 473, Official Records |
| Affects: | Portions of the herein described land, the exact location of which can be determined by examination of the above-mentioned instrument, which contains a complete legal description of the affected portions of said land. |

4. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: Southern pacific Transportation Company, a Delaware Corporation
Purpose: Railroad, transportation and communication purposes
Recorded: March 6, 1974, as Instrument No. 2093, Official Records
Affects: Portions of the herein described land, the exact location of which can be determined by examination of the above-mentioned instrument, which contains a complete legal description of the affected portions of said land.

5. Covenants, conditions and restrictions as set forth in the document

Recorded: October 21, 1975, as Instrument No. 363, in Book D-6840, Page 159, Official Records

This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that the covenant, condition or restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607 or (c) relates to a handicap but does not discriminate against handicapped people.

6. Water rights, claims or title to water, whether or not shown by the public records.

7. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby.

Amount: \$660,000.00
Dated: June 15, 1976
Trustor: Harvey Sorkin and Eileen Sorkin, husband and wife, Seymour Moslin and Gladys Moslin, husband and wife, Paul Maslin and Lucille Maslin, husband and wife and Joseph Sorkin and Teresa Sorkin, husband and wife
Trustee: Title Insurance and Trust Company, a California Corporation
Beneficiary: The Troy Savings Bank, Troy, New York
Loan No.: Not Shown
Recorded: June 17, 1976, as Instrument No. 1276, Official Records

The effect of a Substitution of Trustee and Full Reconveyance

Dated: July 27, 2005
Executed by: Russ Gentner, and
First Niagara Bank Successor by merger to The Troy Savings Bank
Recorded: August 5, 2005, as Instrument No. 05-1868681, Official Records

8. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein.

Lessor: Harvey Sorkin; Seymour Moslin; Paul Maslin; and Joseph Sorkin
Lessee: Foremost-McKesson, Inc., a Maryland Corporation
Disclosed by: Memorandum of Lease
Recorded: June 28, 1976, as Instrument No. 5280, Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

9. Any rights, interests or claims of the parties in possession of said land, including but not limited to those based on an unrecorded agreement, contract or lease.

This Company will require that a full copy of any unrecorded agreement, contract or lease be submitted to us, together with all supplements, assignments and amendments, before any policy of title insurance will be issued.

10. Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.

An inspection of said land has been ordered, which may result in additional exceptions.

END OF SCHEDULE B EXCEPTIONS

**PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH
FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION**

REQUIREMENTS SECTION:

REQ NO.1: The Company will require that it be provided with the following with respect to the limited liability company named below:

- A. A current copy of the formation document certified by the appropriate state official;
- B. A copy of the LLC Agreement and any amendments thereto; and
- C. A certified copy of form LLC-5, if the form has been filed with the California Secretary of State.

Limited Liability Company: Pizza Company LLC

REQ NO.2: The Company will require that the attached "Owner's Information Statement" be completed by the owner of the estate described or referred to in Schedule A immediately prior to the close of this transaction and be returned to us.

The purposes of the Owner's Information Statement is to provide the Company with certain information that cannot necessarily be ascertained by making a physical inspection of the land.

INFORMATIONAL NOTES SECTION

NOTE NO. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

NOTE NO. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

WIRING INSTRUCTIONS FOR THIS OFFICE ARE:

Comerica Bank
2321 Rosecrans Avenue, 5th Floor
El Segundo, CA 90245-4903
Phone: (800) 376-0430
ABA #121-137-522
Credit To: Lawyers Title Company - Los Angeles County
Account #1891967380

RE: 09502033 905 - DA5

PLEASE INDICATE LAWYERS TITLE COMPANY ESCROW OR TITLE ORDER NUMBER

NOTE NO. 3: The charges which the company will make for next day messenger services (i.e. Federal Express, UPS, DHL, Airborne, Express mail, etc.) Are \$15.00 per letter, standard overnight service, and \$25.00 for larger size packages and/or priority delivery services. Such charges include the cost of such messenger service and the company's expenses for arranging such messenger service and its overhead and profit. Special messenger services will be billed at the cost of such services. There will be no additional charge for pick-up or delivery of packages via the company's regularly scheduled messenger runs.

NOTE NO. 4: The charge for a policy of title insurance, when issued through this title order, will be based on the basic (not short-term) title insurance rate.

NOTE NO. 5: The only conveyances affecting said land, which recorded within 24 months of the date of this report, are as follows

Grantor:	Harvey Sorkin and Donna Sorkin, husband and wife, Seymour Moslin and Gladys Moslin, as husband and wife, and Lucille Maslin, as Trustee under Article 5 of the Will of Paul Maslin, deceased.
Grantee:	Pizza Company LLC, a limited liability company
Recorded:	August 12, 2004, as Instrument No. 04-2083399, Official Records

Typist: 2sm

Date Typed: January 9, 2006

Exhibit B (Rev. 11-17-04)
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of

- 1 (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land (ii) the character, dimensions or location of any improvement now or hereafter erected on the land (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part, or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 2 Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 3 Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant.
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy.
 - (c) Resulting in no loss or damage to the insured claimant;
 - (d) Attaching or created subsequent to Date of Policy; or
 - (e) Resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- 4 Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness to comply with the applicable doing business laws of the state in which the land is situated.
- 5 Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6 Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the Land
 - e. land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

- 2 The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
- 3 The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy date and is binding on You if You bought the Land without knowing of the taking.
- 4 Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8d, 22, 23, 24 or 25.
- 5 Failure to pay value for Your Title.
- 6 Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14:	1% of Policy Amount or \$2,500 (whichever is less)	\$10,000
Covered Risk 15:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 16:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 18:	1% of Policy Amount or \$2,500 (whichever is less)	\$5,000

AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1 Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - a. Land use
 - b. Improvements on the land
 - c. Land division
 - d. Environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

- This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
- 2 The right to take the land by condemning it, unless,
 - A notice of exercising the right appears in the public records on the Policy Date
 - The taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
 - 3 Title Risks
 - That are created, allowed, or agreed to by you
 - That are known to you, but not to us, on the Policy Date – unless they appeared in the Public Records
 - That result in no loss to you
 - That first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
 - 4 Failure to pay value for your title.
 - 5 Lack of a right:
 - To any land outside the area specifically described and referred to in Item 3 of Schedule A
- OR
- In streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT-FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land, (ii) the character, dimensions or location of any improvement now or hereafter erected on the land, (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim which arises out of the transaction creating the interest of the mortgagee insured by this Policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer, or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a pre
 - (a) to timely record the instrument of transfer, or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claim which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by the policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by the policy being deemed a preferential transfer except where the preferential transfer results from the failure.
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records

- Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records
- 2 Any facts, rights, interests or claim which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof
- 3 Easements, liens or encumbrances, or claims thereof, which are not shown by the public records
- 4 Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1 (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this Policy.
- 2 Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
- 3 Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the insured Claimant had paid value for the Insured Mortgage.
- 4 Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
- 5 Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
- 6 Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under covered Risks 7, 8(e) and 26.
- 7 Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
- 8 Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
- 9 The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.



Lawyers Title Company
655 North Central Avenue
Ste 2200
Glendale, Ca 91203
Phone: (818) 552-7255

Notice to Customers

You may be eligible for a \$20.00 reduction in your title or escrow fees in this transaction charged by **Lawyers Title Insurance Corporation** pursuant to the Final Judgments entered in People of the State of California v. LandAmerica Financial Group, Inc., et al., Sacramento Superior Court Case No. 92 AS 06111, and Taylor, et al. v. LandAmerica Financial Group, Inc., et al., Los Angeles Superior Court Case No. BC 231917. You are eligible for this \$20.00 reduction in your title or escrow fees if you meet the following requirements:

1. You are a natural person or trust;
2. Your transaction involves the purchase, sale or refinancing of residential real property containing one-to-four-dwelling units;
3. You previously purchased title insurance or escrow services involving a transaction which closed between May 19, 1995 and October 8, 2002 from one of the following companies:

LandAmerica Financial Group, Inc.
Commonwealth Land Title Insurance Company or
Commonwealth Land Title Company
Lawyers Title Insurance Corporation or Lawyers Title Company
First American Title Insurance Company, First American Title Company, First American Title Guarantee Company
Fidelity National Financial, Inc.
Fidelity National Title Insurance Company
Fidelity National Title Company
Fidelity National Title Insurance Company of California, Inc.
Fidelity National Loan Portfolio Services
Ticor Title Insurance Company
Security Union Title Insurance Company
Chicago Title Insurance Company
Chicago Title Company
Chicago Title and Trust Company
Rocky Mountain Support Services, Inc.
California Tracking Service, Inc.
Title Accounting Services Corporation

4. You did not receive a \$65.00 cash payment from LandAmerica Financial Group, Inc. in the reconveyance fee claims process pursuant to the Final Judgments entered in People of the State of California v. LandAmerica Financial Group, Inc., et al., Sacramento Superior Court Case No. 92 AS 06111, and Taylor, et al. v. LandAmerica Financial Group, Inc., et al., Los Angeles Superior Court Case No. BC 231917.

If you meet the foregoing requirements and want the \$20.00 fee reduction complete this form and return it to your **Lawyers Title Insurance Corporation** escrow or title officer. **NOTE: If you are eligible for the \$20.00 fee reduction please complete and return this form. You must advise us of your eligibility prior to closing in order to receive the \$20.00 fee reduction.**

Name: _____

Address: _____

Please sign and return this Notice to your Title Company

File No: 09502033

Telephone No: _____

Notice to Customers

You may be eligible for a \$20.00 reduction in your title or escrow fees in this transaction charged by **Lawyers Title Insurance Corporation** pursuant to the Final Judgments entered in People of the State of California v. LandAmerica Financial Group, Inc., et al., Sacramento Superior Court Case No. 92 AS 06111, and Taylor, et al. v. LandAmerica Financial Group, Inc., et al., Los Angeles Superior Court Case No. BC 231917. You are eligible for this \$20.00 reduction in your title or escrow fees if you meet the following requirements:

1. You are a natural person or trust;
2. Your transaction involves the purchase, sale or refinancing of residential real property containing one-to-four-dwelling units;
3. You previously purchased title insurance or escrow services involving a transaction which closed between May 19, 1995 and October 8, 2002 from one of the following companies:

LandAmerica Financial Group, Inc.
Commonwealth Land Title Insurance Company or
Commonwealth Land Title Company
Lawyers Title Insurance Corporation or Lawyers Title Company
First American Title Insurance Company, First American Title Company, First American Title Guarantee Company
Fidelity National Financial, Inc.
Fidelity National Title Insurance Company
Fidelity National Title Company
Fidelity National Title Insurance Company of California, Inc.
Fidelity National Loan Portfolio Services
Ticor Title Insurance Company
Security Union Title Insurance Company
Chicago Title Insurance Company
Chicago Title Company
Chicago Title and Trust Company
Rocky Mountain Support Services, Inc.
California Tracking Service, Inc.
Title Accounting Services Corporation

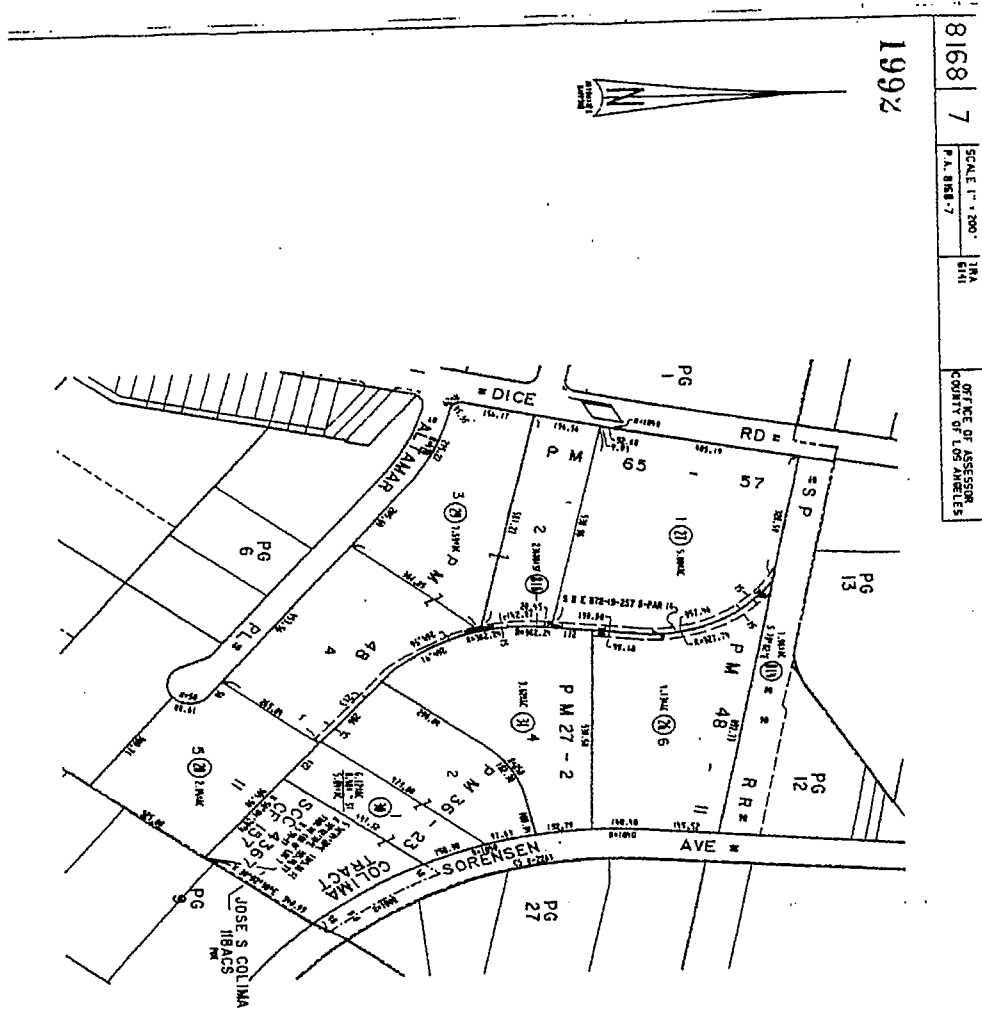
4. You did not receive a \$65.00 cash payment from LandAmerica Financial Group, Inc. in the reconveyance fee claims process pursuant to the Final Judgments entered in People of the State of California v. LandAmerica Financial Group, Inc., et al., Sacramento Superior Court Case No. 92 AS 06111, and Taylor, et al. v. LandAmerica Financial Group, Inc., et al., Los Angeles Superior Court Case No. BC 231917.

If you meet the foregoing requirements and want the \$20.00 fee reduction complete this form and return it to your **Lawyers Title Insurance Corporation** escrow or title officer. **NOTE: If you are eligible for the \$20.00 fee reduction please complete and return this form. You must advise us of your eligibility prior to closing in order to receive the \$20.00 fee reduction.**

Name: _____

Address: _____

Telephone No: _____



REVISED
10/1/2006

OWNER'S INFORMATION STATEMENT

STATE OF CALIFORNIA
COUNTY OF

} ss

To: Lawyers Title Company
Re: Title Order 09502033

The undersigned, first being duly sworn, deposes and says:

- 1). That I/we are the owner(s) of that certain real property located in the County of Los Angeles described in the report referenced above:

That the land is improved by a:

- ☐ Single Family residence: ☐ one to four family residence
☐ Apartment building
☐ Office building
☐ Commercial building
☐ Combination office and commercial building
☐ Industrial building
☐ _____

- 2). That there have been no repairs, work of improvement or materials furnished to the premises within the last 12 months, except

That the work of improvement or repairs, if any:

- ☐ Started on _____
☐ Was completed on _____
☐ Will be completed on _____

- 3). There are no unpaid bills for labor of material because of any improvements or repairs made to the above premises; except

- 4). That there is no one in possession of or has access to the premises other than:

- ☐ the undersigned
☐ tenants based only on month-to-month rental agreements
☐ lessees based upon existing leases, copies of which are attached hereto*
☐ _____

- 5). That no person(s) other those mentioned above have any rights, easements, licenses, or agreements allowing them to use, encroach on, or travel over said real property except _____
(enter "none" if such is true)

- 6). That the undersigned has not received any supplemental tax bill which is unpaid.

- 7). That this declaration is given for the purpose of inducing Lawyers Title Company and Lawyers Title Insurance Corporation to issue its policy(ies) of title insurance under the above referenced title order which may provide coverage as to the items mentioned above and that the statements made herein are true and correct of my/our knowledge.

*Declarant(s), please remember to attach copies.

Executed under penalty of perjury on the _____ day of _____, 2____.

Signature

Signature

AGREEMENT OF SALE

THIS AGREEMENT (this "Agreement") is made as of the 13th day of February 2006, by and between Pizza Company LLC, a New York limited liability company (hereinafter referred to as "Seller"), and McKesson Corporation, a Delaware corporation (hereinafter referred to as "Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of the Property hereinafter described and the Purchaser is desirous of purchasing the Property on the terms and conditions hereinafter set forth.

WHEREAS, in furtherance of carrying out this Agreement, Harvey Sorkin, Seymour Moslin and the Estate of Paul Maslin (Lucille Maslin, Trustee) and their attorneys, are required to undertake certain actions in connection with their involvement as parties in that certain litigation captioned Angeles Chemical Company, Inc. et al. v. McKesson Corporation, et al., Case No. 01-10532 TJH.

NOW, THEREFORE, in consideration of the mutual promises herein made, it is agreed as follows:

1. **SALE AND PURCHASE OF PROPERTY.** Subject to the terms hereof, Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase the following property and assets:

A. The real property described in **Exhibit "A"**, attached hereto and incorporated herein, together with (a) all rights, easements and appurtenances belonging or appertaining thereto, (b) all right, title and interest of Seller in and to any and all roads, streets, alleys or public and private rights of way, bounding such property, and (c) all buildings and other improvements thereon, if any (collectively the "Real Property").

B. All personal property ("Personalty") owned by Seller and located on the Real Property.

C. All of Seller's right, title and interest as fee owner/landlord in, to and under those certain leases, licenses and other agreements (the "Licenses and Agreements") which provide for the use and occupancy of space within the Property in existence on the date of Closing (as hereinafter defined).

D. All intangible assets relating to or used in the ownership, operation or maintenance of the Real Property.

E. The Real Property, Personalty, the Licenses and Agreements and all other assets to be conveyed, transferred or assigned by Seller to Purchaser under this Agreement are sometime collectively referred to as the "Property".

2. **PAYMENT OF PURCHASE PRICE.** The Purchase Price of the Property shall be Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (hereinafter referred to as the "Purchase Price") payable as follows:

(a) Concurrently with the execution of this Agreement by both parties, Purchaser and Seller shall establish an escrow (the "Escrow") at LandAmerica Financial Group, Inc. (the "Escrow Company"), One Market Plaza, Spear Street Tower, Suite 1850, San Francisco, California 94105, Attention: Linda Rae Paul, subject to the provisions of the standard conditions for acceptance of Escrow and the terms and conditions in this Agreement.

(b) Upon the execution of this Agreement by both parties, Purchaser shall deposit the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "Earnest Money Deposit") into Escrow in immediately available funds. If Purchaser fails to deposit the Earnest Money Deposit into Escrow within two (2) business days following the execution of this Agreement by both parties, this Agreement shall terminate, and neither party shall have any further rights or obligations hereunder.

At Purchaser's election Purchaser may direct the Escrow Company to deposit the Earnest Money Deposit in a federally insured interest bearing money market or similar account, with no penalty for early withdrawal.

(c) The Earnest Money Deposit shall be non-refundable to Purchaser unless this Agreement is terminated pursuant to Section 4 or Section 6 below. In the event that this Agreement is terminated pursuant to Section 4 or Section 6 below, the Earnest Money Deposit and any interest shall be refunded to Purchaser, and neither party shall have any further rights or obligations hereunder.

The Earnest Money Deposit and any interest earned thereon shall be applied to the Purchase Price at Close of Escrow.

(d) At or prior to the Closing (as defined below), Purchaser shall deposit the balance of the Purchase Price and any additional funds required for closing costs in immediately available funds into Escrow at the Escrow Company.

3. **CLOSING.**

(a) The closing of the sale of the Property (the "Closing") shall occur on the Closing Date through escrow at the Escrow Company. The "Closing Date" herein shall be February 15, 2006 or such other date as the parties shall mutually agree upon, which shall not be later than February 17, 2006. The Closing Date herein shall be deemed a "time of the essence" date.

(b) At or prior to Closing, Seller shall execute and deliver to Escrow Company: (a) a Grant Deed (the "Deed") in the form of **Exhibit "B"** attached hereto; (b) such affidavits, resolutions, proofs and other customary documentation and instruments reasonably required by the Title Company; (c) an executed FIRPTA Affidavit; (d) an executed California Franchise Tax

Board Form 593-C, (e) evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the Title Company, and (f) any other documents required by this Agreement.

(c) Seller shall obtain and deposit into Escrow all documentation, including, without limitation, quitclaims deeds from the appropriate persons, as required by Title Company in order cause Title Company to issue the Title Policy to Purchaser showing a one hundred percent (100%) interest in title to the Property being vested in Purchaser free and clear of any interest of a Holder of Unrecorded Interest (as hereinafter defined), or his heirs, executors, legal representatives, successor and assigns.

(d) Seller shall deposit into Escrow (or deliver to Seller's counsel conditioned Closing) two fully executed originals of the Assignment of Claims (as defined in Section 10 below) and the Notice of Substitution of Counsel pursuant to Section 11 below.

(e) Buyer shall pay (i) any documentary transfer taxes due upon transfer of the Real Property; (ii) the amount of the premium charged for the Title Policy (as defined below); (iii) any fees charged by the Escrow Company; and (iv) recording fees for the Deed.

(f) The following shall be apportioned and adjusted to and including the date of Closing: rents and additional costs whether or not collected.

4. TITLE AND ASSIGNMENT OF CERTAIN CLAIMS.

(a) Prior to the date hereof, Purchaser has caused Lawyer's Title Insurance Company (the "Title Company") to issue a title commitment (the "Title Commitment") accompanied by copies of all recorded documents relating to the easements, rights-of-way, liens, etc., affecting the Property. Purchaser, by executing this Agreement, acknowledges that it has reviewed the title to the Property as disclosed by the Title Commitment. Seller shall have no obligation to cure title objections except financing liens, mechanic's liens or tax liens of an ascertainable amount created by or through Seller, which liens Seller shall cause to be released at or prior to Closing (with Seller having the right to apply the Purchase Price or a portion thereof for such purpose), and Seller shall deliver the Property free and clear of any such financing liens, mechanic's liens or tax liens. Seller further agrees to remove any exceptions or encumbrances to title which are voluntarily created by, under or through Seller after the date hereof without Purchaser's consent (if requested). Seller acknowledges that Purchaser has disapproved the exception to title created by that certain Deed of Trust, dated June 15, 1976, and recorded on June 17, 1976 as Instrument Number 1276 in the Official Records of Los Angeles County, California. The term "Permitted Exceptions" shall mean all exceptions except those which are specifically referred to hereinabove as the obligations of the Seller to cure. In the event Seller is unable to cure a title exception disapproved by Purchaser, other than a Permitted Exception, prior to the Closing Date, the Closing Date may be extended for a period of up to thirty (30) days in order permit time for Seller to cause the discharge, satisfaction, release or termination of a disapproved exception. The period of such extension shall run concurrently with the period of any other extension which may be agreed upon by the parties pursuant to this Agreement. If Seller is unable to obtain a discharge, satisfaction, release or termination of any disapproved exception

prior to the Closing Date, as the same may be extended, then within ten (10) days following receipt of notice from Seller that it is unable to cause the discharge, satisfaction, release or termination of any disapproved exception, Purchaser may terminate this Agreement by written notice to Seller or waive in writing such disapproved exception, in which event such disapproved exception shall be deemed a Permitted Exception. If this Agreement is so terminated by Purchaser, the parties shall be relieved of all further obligations and liabilities to each other under this Agreement except as otherwise provided herein, the Earnest Money Deposit and any interest earned thereon shall be returned to Purchaser.

(b) The obligation of Purchaser to close hereunder shall be subject to satisfaction of the following conditions precedent: (i) Title Company shall have issued or committed to issue the Title Policy to Purchaser insuring title to the Real Property vested in Purchaser subject only to the Permitted Exceptions; (ii) Seller shall have obtained and deposited into Escrow all documentation, including, without limitation, quitclaims deeds from the appropriate persons, as required by Title Company in order cause Title Company to issue the Title Policy to Purchaser showing a one hundred percent (100%) interest in title to the Property being vested in Purchaser free and clear of any interest of a Holder of Unrecorded Interest or his heirs, executors, legal representatives, successor and assigns pursuant to Section 4(d) below; and (iii) Seller shall have executed and delivered to Escrow Company (or Seller's counsel) two originals the Assignment of Claims pursuant to Section 10 below and the Notice of Substitution of Counsel pursuant to Section 11 below. Purchaser shall have right to terminate this Agreement pursuant to Section 4(a) above if the foregoing conditions precedent cannot be satisfied prior to Closing.

(c) The right to terminate this Agreement and the Purchaser's receipt of the Earnest Money Deposit shall be the sole and exclusive remedy available to Purchaser.

(d) Seller has previously disclosed to Purchaser that the estates and/or heirs, executors and legal representatives and or and/or the executors and legal representative of certain heirs of each of two real estate brokers (each a "Holder of Unrecorded Interest") may hold a combined ten percent (10%) interest (a five percent (5%) interest being attributable to each Holder of Unrecorded Interest) in title to the Property, which interest is not of record. In order to induce Purchaser to enter into this Agreement, Seller represents and warrants that both brokers and their spouses are deceased. Seller, Harvey Sorkin, Seymour Moslin and the Estate of Paul Maslin (Lucille Maslin, Trustee), jointly and severally, covenant and agree to indemnify, hold harmless and defend Purchaser and its successors, subsidiaries, affiliates and assignees, against any and all claims and suits, wherever filed, by any Holder of Unrecorded Interest or their successors or assignees regarding the Property. Further, as a condition precedent to Closing, Seller shall obtain and deposit into Escrow all documentation, including, without limitation, quitclaims deeds from the appropriate persons, as required by Title Company in order cause Title Company to issue the Title Policy to Purchaser showing a one hundred percent (100%) interest in title to the Property being vested in Purchaser free and clear of any interest of a Holder of Unrecorded Interest or his heirs, executors, legal representatives, successor and assigns.

5. **POSSESSION.** Seller shall deliver to Purchaser, and Purchaser shall accept possession of the Property from Seller at the time of the Closing, as the case may be, and

thereafter, Purchaser shall be entitled to take any rents, issues and profits of the Property to its own use.

6. RISK OF LOSS AND CONDEMNATION.

A. Risk of Loss. Purchaser assumes the risk of any loss or damage to the Property until the Closing Date. In the event of any casualty, Purchaser shall take title without abatement of the Purchase Price.

B. Condemnation. For purposes of this Agreement, a "condemnation" shall be any taking or condemnation or threatened taking or condemnation by anybody having the power of condemnation or eminent domain, which causes damage to the Real Property. If prior to Closing all or partially all of the Property shall be condemned or taken as the result of the exercise of the power of eminent domain, Purchaser shall take title to the remaining portion of the Property without abatement of price and shall be entitled to receipt of any award in connection with the condemnation or taking. If substantially all of the Property is condemned or taken, this Agreement shall terminate, the Earnest Money Deposit and any interest thereon shall be refunded to Purchaser, and neither party shall have any further obligation hereunder.

7. REPRESENTATIONS.

In order to induce Purchaser to enter into this Agreement, Seller represents and warrants the following to survive closing:

(i) Seller has full power and authority to enter into this Agreement and otherwise perform all obligations of Seller under this Agreement in accordance with its terms, including the transfer and assignment of claims set forth in Section 10 herein, and that all actions necessary to authorize the execution and fulfillment of this Agreement by Seller have been taken.

(ii) This Agreement, when executed and delivered, will be a valid and binding obligation of Seller, enforceable in accordance with its terms. Persons executing and delivering this Agreement have power and authority to consummate the transaction contemplated and this Agreement is binding and enforceable against Seller.

8. CONDITION OF PROPERTY.

Seller makes no representation, either prior to or at Closing, with respect to the condition or character of the Property or the use or uses to which the Property may be put. Except as expressly set forth in this Agreement, Purchaser acknowledges and agrees that Seller is selling the Property in its "AS IS" condition with all faults, without representations or warranties of any kind or nature including its physical condition, its economic prospects, subsurface conditions known and unknown, and all surface and subsurface conditions identified in pending litigation, namely, Angeles Chemical Company Inc., et al v. McKesson Corporation, et al., Case No. 01-0532 TJH.

9. **TERMINATION OF LEASE.** Effective as of the recordation of the Deed, that certain Lease, dated as of December 15, 1975, between Seller's predecessor-in-interest and Purchaser's predecessor-in-interest for the Real Property shall terminate and be of no further force and effect, and neither Seller nor Purchaser shall have any further rights or obligations thereunder.

10. **TRANSFER OF SELLER'S CLAIMS.** In addition to the sale of the Property, Seller, Harvey Sorkin, Seymour Moslin and the Estate of Paul Maslin (Lucille Maslin, Trustee) transfer all right, title and interest in and to all claims and causes of action arising out of their ownership of the Property which now exist or hereafter may come into being, including but not limited to those claims asserted as against Angeles Chemical Company, Inc., Greve Financial Services, Inc., and John G. Locke in Angeles Chemical Company Inc., et al v. McKesson Corporation, et al., Case No. 01-10532 TJH. This assignment shall be effected by a separate Assignment of Claims (the "Assignment of Claims") in the form attached hereto as **Exhibit "C"**.


11. **INCORPORATION OF PRIOR SETTLEMENT AGREEMENT AND DISMISSAL OF CLAIMS.** Harvey Sorkin, Seymour Moslin and the Estate of Paul Maslin (Lucille Maslin, Trustee) and Purchaser do hereby reaffirm, ratify and incorporate by reference each and every term and condition of the Settlement Agreement entered into between the parties as of June 24, 2004 (the "Settlement Agreement"), a copy of which is hereto annexed as **Exhibit "D"**, including the indemnification and cooperation provisions set forth in paragraph 2. In furtherance of this Agreement of Sale and that Settlement Agreement, prior to closing, if necessary, Seller's counsel, Stanley Zinner, shall execute a Stipulation Re Voluntary Dismissal Of Cross-Claims By Harvey Sorkin, Seymour Moslin, and the Estate Of Paul Maslin Against McKesson Corporation And Counter-Claims Against Angeles Chemical Company, Inc. in such form as is necessary to effect such dismissal and shall undertake any other actions necessary to achieve dismissal of those claims as may be necessary. Also, in furtherance of this Agreement of Sale and the Settlement Agreement, prior to closing, co-counsel for Seller's predecessors in title, Stanley Zinner and Robert Corbin, as well as parties Harvey Sorkin, Seymour Moslin, and the Estate of Paul Maslin (Lucille Maslin, Trustee) shall each execute the Notice of Substitution of Counsel in the form attached hereto as **Exhibit "E"**.

12. **MUTUAL RELEASE FROM LIABILITIES.** Except as otherwise set forth herein or in the Settlement Agreement attached as **Exhibit "D"**, the Purchaser, its successors, subsidiaries, affiliates and assignees do hereby release and forever discharge absolutely, fully and forever, the Seller, and each of its members in their individual and representative capacities as well as Harvey Sorkin, Donna Sorkin, Seymour Moslin, Gladys Moslin, the Estate of Paul Maslin, Lucille Maslin, the Estate of Joseph Sorkin, their heirs, successors and assigns of and from all manner of actions, causes of actions, suits, debts, covenants, contracts, controversies, agreements, promises, trespasses, damages, attorneys' fees, claims and demands whatsoever, in law or in equity which against the Seller, and each of its members in their individual and representative capacities as well as Harvey Sorkin, Donna Sorkin, Seymour Moslin, Gladys Moslin, the Estate of Paul Maslin, Lucille Maslin, the Estate of Joseph Sorkin, their heirs, successors and assigns, the Purchaser ever had, now has or which it or its successors hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the Closing. Except as otherwise set forth herein or in the

settlement agreement attached as Exhibit "D". Seller, and each of its members in their individual and representative capacities as well as Harvey Sorkin, Donna Sorkin, Seymour Moslin, Gladys Moslin, the Estate of Paul Maslin, Lucille Maslin, the Estate of Joseph Sorkin, their heirs, successors and assigns, do hereby release and forever discharge absolutely, fully and forever, the Purchaser, its successors, subsidiaries, affiliates and assignees, of and from all manner of actions, causes of actions, suits, debts, covenants, contracts, controversies, agreements, promises, trespasses, damages, attorneys' fees, claims and demands whatsoever, in law or in equity which against the Purchaser, the Seller, and each of its members in their individual and representative capacities as well as Harvey Sorkin, Donna Sorkin, Seymour Moslin, Gladys Moslin, the Estate of Paul Maslin, Lucille Maslin, the Estate of Joseph Sorkin, their heirs, successors and assigns, ever had, now has or which it or its successors hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the Closing.

SELLER AND PURCHASER EACH HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES THAT:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

L.M.
S.M.

Seller's Initials


Purchaser's Initials

13. INDEMNIFICATION. Purchaser will defend the Seller, its members, as individuals and in their representative capacities, their heirs, successors and assigns, and hold them harmless and indemnify them, against: a) any and all claims arising out of (i) the presence on or use of the premises by Purchaser or any other person; (ii) Purchaser's failure to keep the Premises in good condition and repair; (iii) any breach or default by Purchaser of any Lease covenant or obligation on its part to be performed; or (iv) any act or negligence of Purchaser, its agents, contractors, servants, employees, or licensees, but excluding any claims, liability, loss, cost or expense arising out of any act or negligence of Seller, its members, as individuals and in their representative capacities, and their agents, contractors, servants or employees; and b) all claims made against them in the lawsuit mentioned above and now pending in the United States District Court for the Central District of California. In connection with this defense and indemnity obligation of Purchaser, the Seller and its members agree to provide their full cooperation to the Purchaser in assisting Purchaser's defense of them.

14. BROKERAGE. Each party to this Agreement represents and warrants to the other that the warranting party has incurred and will incur no obligation, by reason of this Agreement or the transaction contemplated hereby, for any real estate brokerage commission or finder's fee for which the other party would be liable. Each party shall, and hereby agrees to, defend, indemnify and hold the other party harmless from and against any and all claims, liabilities, damages and costs, without limitation, reasonable attorneys' fees and costs, arising out of a breach of that party's

representations and warranties set forth in this section. The provisions of this section shall survive Closing.

15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto. No variations or modifications of or amendments to the terms of this Agreement shall be binding unless reduced to writing and signed by the parties hereto. This clause shall survive settlement.

16. **BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective successors and assigns, except as otherwise provided herein.

The parties acknowledge that each party and each party's counsel have reviewed and revised this Agreement such that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting party, will not be employed in the interpretation of this Agreement or any exhibits or amendments hereto. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative or counsel prepared, drafted, requested or negotiated any provision or deletion. Each party has been represented by counsel of its own choosing, and the parties agree that this Agreement has been mutually negotiated, prepared and drafted.

17. **CONSTRUCTION.** The interpretation, construction and performance of this Agreement shall be governed by laws of the State of California without reference to the doctrine of conflict of laws.

18. **FURTHER ASSURANCES.** Each party agrees that at any time or from time to time upon written request of the other party, it will execute and deliver all such further documents and do all such other acts and things as may be reasonably required to confirm or consummate the within transaction.

19. **CAPTIONS.** The captions preceding the paragraphs of this Agreement are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

20. **NOTICES.** All notices required to be given pursuant to this Agreement shall be in writing and sent by facsimile transmission or by certified mail, return receipt requested, or by any nationally recognized overnight delivery service (return receipt requested) to the parties at the following addresses:

A. If to the Seller, GREENE & ZINNER, P.C., 202 Mamaroneck Avenue, White Plains, New York 10601, facsimile (914) 948-4936.

B. If to Purchaser, to Law Office of John D. Edgcomb, 115 Sansome Street, San Francisco, CA 94104, facsimile (415) 399-1885 and to General Counsel, McKesson Corporation, One Post Street, 33rd Floor, San Francisco, CA 94104 with copies to McKesson Corporation, One Post Street, 34th Floor, San Francisco, CA 94104, Attention: McKesson Real Estate; and

Hollander Law Offices, 160 Sansome Street, Suite 1800, San Francisco, California 94104,
Attention: James R. Hollander.

Either party may designate a different address by written notice to the other party. A party's attorney may send a notice hereunder on behalf of the applicable party.

21. SEVERABILITY. The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, the same shall be deemed to be severable and shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect, unless such provisions shall relate to the Purchase Price or other monies to be paid hereunder. In such event, Seller on not less than ten (10) days notice to Purchaser, shall have the right to terminate this Agreement on the date specified in such notice, whereupon the Deposit, shall be returned to the Purchaser and neither party shall have any further obligations to the other.

22. GENDER. As used in this Agreement, the masculine gender shall include the feminine or neuter genders and the neuter gender shall include the masculine or feminine genders, the singular shall include the plural and the plural shall include the singular, wherever appropriate to the context.

23. ASSIGNMENT. Neither Purchaser nor Seller may assign its interest in this Agreement without the express written consent of the other party. Any attempt to assign this Agreement shall be void.

24. EXECUTION. This Agreement of Sale may be executed by in multiple counterparts, each of which shall be considered to be an original.

IN WITNESS WHEREOF, the parties hereto have hereunto executed and delivered this Agreement the day and year first above written.

SELLER

PIZZA COMPANY LLC
a New York limited liability company

By: _____

Managing Member

By: _____

Harvey Sorkin

By: _____

Seymour Moslin

The Estate of Paul Maslin

By: _____

Lucille Maslin, Trustee

PURCHASER

MCKESSON CORPORATION,
a Delaware corporation

By: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have hereunto executed and delivered this Agreement the day and year first above written.

SELLER

PIZZA COMPANY LLC
a New York limited liability company

By: _____
Managing Member

By: _____
Harvey Sorkin

By: *Seymour Moslin*
Seymour Moslin *man member Paul*

The Estate of Paul Maslin

By: *Lucille Maslin*
Lucille Maslin, Trustee
Executrix of Estate the Paul Maslin member

PURCHASER

MCKESSON CORPORATION,
a Delaware corporation

By: *Nicholas A. Loiacono*
Its: VICE PRESIDENT & TREASURER
NICHOLAS A. LOIACONO

EXHIBIT A

Legal Description

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Parcel 6 in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on Parcel Map No. 3393, filed for Record October 11, 1973, in Book 48, Page 11, of Parcel Maps, in the Office of the County Recorder of said County.

Excepting therefrom that portion of said property lying below a depth of five hundred (500) feet measured vertically from the contour of the surface thereof; provided, however, that grantor, its successors and assigns shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property granted herein, or any part thereof, lying between said surface and five hundred (500) feet below said surface, as excepted by Southern Pacific Industrial Development Company, a Texas corporation, in deed recorded October 21, 1975, as Instrument No. 363, Official Records

Assessor's Parcel Number: 8168-007-026

EXHIBIT B

Form of Grant Deed

Recording Requested By and
When Recorded Mail To:

McKesson Corporation
One Post Street, 34th Floor
San Francisco, CA 94104
Attention: McKesson Real Estate

MAIL TAX STATEMENTS TO GRANTEE
AT ADDRESS ABOVE

The undersigned grantor declares:

DOCUMENTARY TRANSFER TAX IS SHOWN ON A SEPARATE WRITING AND
IS NOT FOR PUBLIC RECORD.

() Unincorporated Area (x) City of Santa Fe Springs

Assessor's Parcel Number: 8168-007-026

GRANT DEED

PIZZA COMPANY LLC, a New York limited liability company authorized to transact business in the State of California as PIZZA PEPS COMPANY LLC, for valuable consideration, receipt of which is hereby acknowledged, DOES HEREBY GRANT TO MCKESSON CORPORATION, a Delaware corporation, the real property in the City of Santa Fe Springs, County of Los Angeles, State of California described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements thereon and all easements, rights of way, and other rights appurtenant thereto, subject, however, to the lien of non-delinquent real property taxes and

assessments and easements, rights-of-way and servitudes of record.

Date: February __, 2006

PIZZA COMPANY LLC,
a New York limited liability company,
authorized to transact business in
the State of California as
PIZZA PEPS COMPANY LLC

By: _____

Harvey Sorkin
Managing Member

STATE OF FLORIDA)
) SS.
COUNTY OF _____)

On this _____ day of February, 2006, before me, _____, a Notary Public, State of New York, duly commissioned and sworn, personally appeared Harvey Sorkin known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Public

State of New York
My commission expires _____

EXHIBIT A TO GRANT DEED

Legal Description

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Parcel 6 in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on Parcel Map No. 3393, filed for Record October 11, 1973, in Book 48, Page 11, of Parcel Maps, in the Office of the County Recorder of said County.

Excepting therefrom that portion of said property lying below a depth of five hundred (500) feet measured vertically from the contour of the surface thereof; provided, however, that grantor, its successors and assigns shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property granted herein, or any part thereof, lying between said surface and five hundred (500) feet below said surface, as excepted by Southern Pacific Industrial Development Company, a Texas corporation, in deed recorded October 21, 1975, as Instrument No. 363, Official Records

Assessor's Parcel Number: 8168-007-026

EXHIBIT C

ASSIGNMENT OF CLAIMS

THIS AGREEMENT, made as of the ____ day of February, 2006, by and between Pizza Company LLC, Harvey Sorkin, Seymour Moslin and the Estate of Paul Maslin (hereinafter collectively referred to as "Assignors") and McKesson Corporation, (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Pizza Company LLC is the current owner of the property described in the Agreement of Sale, dated February __, 2006 (the "Agreement") between the parties hereto ("Property") and the Assignee is purchasing the Property on the terms and conditions set forth in the Agreement of Sale; and

WHEREAS, pursuant to Section 10 of the Agreement, as part of the consideration for the transaction in addition to the sale of the Property, Assignors transfers all right, title and interest in and to all claims and causes of action arising out of Seller's (or its predecessors in interest's) ownership of the Property which now exist or hereafter may come into being;

NOW, THEREFORE, in consideration of the mutual promises made herein and in the Agreement of Sale, it is agreed as follows:

1. Immediately upon the closing of the sale of the Property from Pizza Company LLC to Assignee pursuant to the terms of the Agreement of Sale, Assignors transfer to Assignee all right, title and interest in and to all claims and causes of action arising out of their current or former ownership of the Property which now exist or hereafter may come into being, including but not limited to those claims asserted as against Angeles Chemical Company, Inc. and Greve Financial Services, Inc in Angeles Chemical Company Inc., et al v. McKesson Corporation, et al., Case No. 01-10532 TJH.

IN WITNESS WHEREOF, the parties hereto have hereunto executed and delivered this Agreement the day and year first above written.

Pizza Company LLC

By: _____
Managing Member

By: _____
Harvey Sorkin

By: _____
Seymour Moslin

By: _____
Lucille Maslin, Executrix of the
Estate of Paul Maslin

McKesson Corporation

By: _____
Its: _____

EXHIBIT D

Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement is made between McKesson Corporation, a Delaware Corporation, ("McKesson"), and Harvey Sorkin, an individual, Seymour Moslin, an individual and the Estate of Paul Maslin, an individual (collectively "Owners"). McKesson and the Owners are collectively referred to hereinafter as the "Parties."

RECITALS

WHEREAS, Owners jointly own in fee simple real property located at 9005 Sorenson Avenue, Santa Fe Springs, County of Los Angeles, California ("Property").

WHEREAS, McKesson entered into a Lease Agreement with Owners on December 15, 1975 (the "Lease"), covering a period of thirty (30) years. The Lease terminates on April 30, 2006, pursuant to the First Amendment to the Lease which was made on April 30, 1976, and which was duly recorded in the Official Records of Los Angeles County. A Second Amendment to the Lease was made on May 10, 1978, which amended the self-insurance provision of Article 26 in the Lease. The Second Amendment did not change the termination date of the Lease; and

WHEREAS, McKesson and Owners were named as co-defendants in an action brought in the U.S. District Court for the Central District of California captioned *Angeles Chemical Company, Inc., et al. v. McKesson Corporation, et al.*, Case No. 01-10532 TJH (Mcx) (the "Lawsuit"). The Plaintiffs in the Lawsuit are Angeles Chemical Company, Inc., Greve Financial Services, Inc., John and Janyce Locke, Robert and Donna Berg, and the Estate of Arnold Rosenthal and Pearl Rosenthal (collectively, the "Plaintiffs"). Plaintiffs are current or former owners or operators of property located at 8915 Sorenson Avenue, Santa Fe Springs, County of Los Angeles, California, which is just north of the Property.

WHEREAS, the Plaintiffs' complaint, as originally filed December 4, 2001, and subsequent First Amended Complaint, filed January 24, 2002, and Second Amended Complaint, filed June 24, 2003 (collectively "Complaint") allege that McKesson and Owners are jointly and severally liable for the presence of hazardous substances and wastes at or near Plaintiffs' property under Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act ("RCRA") and California law. The Plaintiffs' Complaint seeks damages and contribution for abatement, remediation, and removal of contamination from the soil and groundwater at or near the Plaintiffs' property.

WHEREAS, Owners, as Cross-claimants, asserted cross-claims in the Lawsuit against McKesson filed on March 11, 2002, and additional cross-claims filed July 15, 2004 (collectively "Cross-Claims"), alleging breach of contract, and seeking specific performance, indemnification, attorneys' fees, and CERCLA contribution, response costs and declaratory relief.

WHEREAS, McKesson has denied liability to Owners on their Cross-Claims.

WHEREAS, the Owners and McKesson agree to compromise and settle the Cross-Claims brought by Owners against McKesson in the Lawsuit on the terms set forth herein.

AGREEMENT

Now, for and in consideration of the promises, covenants and conditions set forth below, the parties stipulate and agree to the following:

1. *Owners agree to dismiss all Cross-Claims against McKesson.* The Owners, through their attorneys of record, will dismiss without prejudice all Cross-Claims brought in this Lawsuit against McKesson and McKesson Chemical Company, Foremost-McKesson Export Corporation, Moreland-McKesson Chemical Company, Inc., and Foremost-McKesson, Inc.
2. *McKesson will Defend and Indemnify Owners Against Claims in Lawsuit.* Consistent with Article 11 of the Lease, McKesson will defend Owners and hold them harmless and indemnify them against Plaintiffs' claims against the Owners in the Lawsuit. Owners agree to provide their full cooperation to McKesson in assisting McKesson's defense of them.
3. *Tolling Agreement.* Owners and McKesson agree that the statute of limitations and any other applicable statutory or common law time limitations or defenses applicable to any claims either may have against the other(s) shall be deemed tolled during the period beginning March 11, 2002, the date Owners filed their original Cross-Claims against McKesson, until the termination of the renewal period of Lease, April 30, 2011, or until either Party gives 60 days prior written notice to the other party of its intent to terminate the Tolling Agreement. ("Tolling Period").
 - A. The Tolling Agreement shall apply to any action, in any federal court, state court or any other forum which any party hereto may hereafter assert against the other party arising out of alleged breach of contract or any actions or claims alleged in the Lawsuit.
 - B. The Tolling Agreement is not intended to benefit or apply to claims or potential claims which may be asserted by or against any third party not a party to this Agreement.
 - C. This Tolling Agreement shall not limit or affect any defense based on statute of limitation, laches or any other applicable statutory or common law time limitation to the extent such defense could have been asserted on or before March 11, 2002.
 - D. This Tolling Agreement shall not be interpreted in any manner as a waiver of any claim, cause of action, or defense which either party may have against the other nor estop any party from asserting any claim, cause of action or defense.
4. ~~*McKesson will Exercise Option to Renew Lease for five years pursuant to Lease Article 6.*~~ Pursuant Article 6 of the Lease, McKesson will exercise its option to extend the Lease for an additional term of five (5) years. The five-year option term will begin at the termination of the current Lease date, May 1, 2006 and will terminate on April 30, 2011. The same terms and conditions of the original Lease, as amended, will apply to the five-year option term, except as to rent, which will be determined as set forth below.
 - A. *Notice.* This Settlement Agreement will satisfy the written notice required for the option to renew the Lease as stated in Article 6 of the Lease.
 - B. *Rental Rate.* Since Owners and McKesson have been unable to reach an agreement as to the fair market value ("FMV") rent amount for the five-year option term to date, pursuant to Article 6 of the Lease, Owners and McKesson agree that the rental rate shall be determined through the arbitration procedures dictated in Article 6 and Article 17 of the Lease. Owners and McKesson further agree to begin the rent arbitration process within sixty (60) days of execution of this Settlement Agreement.

at which time, McKesson will provide notice and present its arbitrator selection to Owners.

General Provisions

5. The parties understand and agree that this Agreement is made as a negotiated compromise and settlement of disputed claims. Nothing contained in this Agreement shall constitute or be deemed to be an admission of any fault, liability or wrongdoing of any kind whatsoever on the part of McKesson or Owners. Nor shall this Agreement be deemed to be evidence of the existence, nature or amount of any damages or costs alleged by any party to this Agreement.
6. This Agreement is the entire agreement between the Parties and no prior or contemporaneous representations, promises, conditions, inducements, warranties, expressed or implied, oral and written unless expressed herein, are binding on them.
7. This Agreement shall be deemed to have been drafted by both Parties.
8. This Agreement shall be binding on the heirs or other successors in interest of the Parties.
9. This Agreement may be executed in counterparts, each of which shall be considered to be an original.
10. The Parties agree to waive their claims for attorney fees and costs incurred to date as against each other.
11. The Parties will execute such documents and take such action as may be reasonably necessary to facilitate the intent of this Agreement and the future defense of Owners by McKesson.
12. Each of the individuals who executes this Agreement represents that he has authority to do so and to bind the Settling Party on whose behalf he is signing.
13. Notice on the Parties may be provided by facsimile or overnight delivery service to the following persons:

McKesson

Carole Ungvarsky, Esq.
McKesson Corporation
One Post Street, 34th Floor
San Francisco, CA 94104
Phone: (415) 983-8326
Fax: (415) 983-9369

With Copy to:
John Edgcomb, Esq.
Law Office of John Edgcomb
311 California Street, Suite 340
San Francisco, CA 94104
Phone: (415) 399-1555
Fax: (415) 399-1885

Owners

Seymour Maslin
Lucille Maslin, Executrix
c/o Miramar Management Corp.
P.O. Box 771
560 West 180th Street
Washington Bridge Station, NY 10033

Harvey Sorkin
c/o Sierra Assets Group Ltd.
30 Glenn Street
White Plains, New York 10603

With Copy to:
Stanley S. Zinner, Esq.
Greene & Zinner P.C.
202 Mamaroneck Avenue
White Plains, NY 10601
Phone: (914) 748-4800
Fax: (914) 748-4936

14. Owners understand that this Agreement does not affect its pending cross-claims against Plaintiffs in this matter and that Owners must prosecute those claims, including responding to any related discovery or motions, at their own expense or dismiss them.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed on this 21st day of May, 2004.

Harvey Sorkin

By: _____
Typed Name and Title: _____

Seymour Maslin

By: Seymour Maslin
Typed Name and Title: Seymour Maslin

Estate of Paul Maslin

By: Lucille Maslin
Typed Name and Title: Lucille Maslin, Executrix

McKesson Corporation

By: [Signature]
Typed Name and Title: Nicholas A. Liorans
VP + Treasurer

14. Owners understand that this Agreement does not affect its pending cross-claims against Plaintiffs in this matter and that Owners must prosecute those claims, including responding to any related discovery or motions, at their own expense or dismiss them.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed on this 7 day of May, 2004.

Harvey Sorkin

By: 

Typed Name and Title: Harvey Sorkin

Seymour Moslin

By: _____

Typed Name and Title: _____

Estate of Paul Maslin

By: _____

Typed Name and Title: _____

McKesson Corporation

By: _____

Typed Name and Title: _____

14. Owners understand that this Agreement does not affect its pending cross-claims against Plaintiffs in this matter and that Owners must prosecute those claims, including responding to any related discovery or motions, at their own expense or dismiss them.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed on this 24th day of May, 2004.

Harvey Sorkin

By: _____
Typed Name and Title: _____

Seymour Moslin

By: Seymour Moslin
Typed Name and Title: Seymour Moslin

Estate of Paul Maslin

By: Lucille Maslin
Typed Name and Title: Lucille Maslin, Executrix

McKesson Corporation

By: [Signature]
Typed Name and Title: Nicholas A. Lodierno
VP + Treasurer

EXHIBIT E

NOTICE OF SUBSTITUTION OF COUNSEL

JOHN D. EDGCOMB (SBN 112275)
jedgcomb@edgcomb-law.com
MARY E. WILKE (SBN 216723)
LAW OFFICE OF JOHN D. EDGCOMB
115 Sansome Street, Suite 805
San Francisco, CA 94104
Telephone: (415) 399-1555
Facsimile: (415) 399-1885

BINGHAM McCUTCHEN LLP
NANCY M. WILMS (SBN 111837)
JILL COOPER TERAOKA (SBN 155800)
GABRIEL J. PADILLA (SBN 227591)
nancy.wilms@bingham.com
355 South Grand Avenue, Suite 4400
Los Angeles, CA 90071-3106
Telephone: (213) 680-6400
Facsimile: (213) 680-6499

Attorneys for Defendant/Counter-Plaintiff
McKESSON CORPORATION

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ANGELES CHEMICAL COMPANY,
INC., a California Corporation; GREVE
FINANCIAL SERVICES, INC., a
California Corporation; and JOHN G.
LOCKE, an individual,

Plaintiffs,

v.

McKESSON CORPORATION, a
California Corporation; HARVEY
SORKIN, an individual; SEYMOUR
MOSLIN, an individual; JOSEPH
SORKIN, an individual; and THE
ESTATE OF PAUL MASLIN, Deceased,

Defendants.

No. 01-10532 TJH (Mcx)

**NOTICE OF SUBSTITUTION OF
COUNSEL FOR DEFENDANTS,
COUNTERCLAIMANTS AND
CROSS-CLAIMANTS HARVEY
SORKIN, SEYMOUR MOSLIN,
AND THE ESTATE OF PAUL
MASLIN**

AND RELATED CROSS-CLAIMS AND
COUNTER-CLAIMS

PLEASE TAKE NOTICE that the law firms of Corbin & Fitzgerald LLP and Greene & Zinner, P.C. are withdrawing, and the law firms of the Law Office of John D. Edgcomb and Bingham McCutchen LLP are substituting in as counsel for defendants, counter-claimants and cross-claimants HARVEY SORKIN, SEYMOUR MOSLIN, AND THE ESTATE OF PAUL MASLIN.

DATED: February __, 2006

CORBIN & FITZGERALD LLP

I consent to this substitution.

By: _____
Robert Corbin, Esq.

DATED: February __, 2006

GREENE & ZINNER, P.C.

I consent to this substitution.

By: _____
Stanley Zinner, Esq.

DATED: February __, 2006

I consent to this substitution.

LAW OFFICE OF JOHN D. EDGCOMB

By: _____
John D. Edgcomb

DATED: February __, 2006

I consent to this substitution.

BINGHAM McCUTCHEN LLP

By: _____
Nancy M. Wilms

DATED: February __, 2006

I consent to this substitution.

By: _____
Harvey Sorkin

DATED: February __, 2006

I consent to this substitution.

By: _____
Seymour Moslin

DATED: February __, 2006

Estate of Paul Maslin

I consent to this substitution.

By: _____
Lucille Maslin, Executrix

Recording Requested By and
When Recorded Mail To:

McKesson Corporation
One Post Street, 34th Floor
San Francisco, CA 94104
Attention: McKesson Real Estate

MAIL TAX STATEMENTS TO GRANTEE
AT ADDRESS ABOVE

The undersigned grantor declares:

DOCUMENTARY TRANSFER TAX IS SHOWN ON A SEPARATE WRITING AND
IS NOT FOR PUBLIC RECORD.

() Unincorporated Area (x) City of Santa Fe Springs

Assessor's Parcel Number: 8168-007-026

GRANT DEED

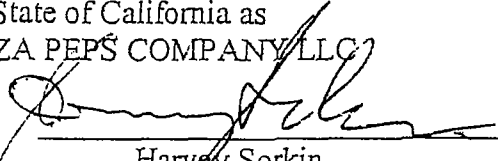
PIZZA COMPANY LLC, a New York limited liability company authorized to transact business in the State of California as PIZZA PEPS COMPANY LLC, for valuable consideration, receipt of which is hereby acknowledged, DOES HEREBY GRANT TO MCKESSON CORPORATION, a Delaware corporation, the real property in the City of Santa Fe Springs, County of Los Angeles, State of California described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements thereon and all easements, rights of way, and other rights appurtenant thereto, subject, however, to the lien of non-delinquent real property taxes and

assessments and easements, rights-of-way and servitudes of record.

Date: February 1, 2006

PIZZA COMPANY LLC,
a New York limited liability company,
authorized to transact business in
the State of California as
PIZZA PEPS COMPANY LLC,

By:

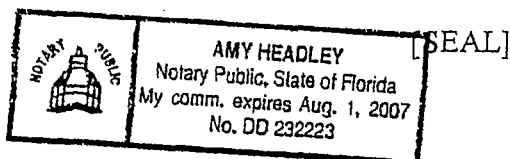


Harvey Sorkin
Managing Member

STATE OF FLORIDA)
COUNTY OF Palm Beach) SS.

On this 7th day of February, 2006, before me, Amy Headley, a Notary Public, State of New York, duly commissioned and sworn, personally appeared Harvey Sorkin known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person executed the instrument.

WITNESS my hand and official seal.



Amy Headley
Notary Public

State of New York
My commission expires Aug 1 2007

EXHIBIT A TO GRANT DEED

Legal Description

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Parcel 6 in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on Parcel Map No. 3393, filed for Record October 11, 1973, in Book 48, Page 11, of Parcel Maps, in the Office of the County Recorder of said County.

Excepting therefrom that portion of said property lying below a depth of five hundred (500) feet measured vertically from the contour of the surface thereof; provided, however, that grantor, its successors and assigns shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property granted herein, or any part thereof, lying between said surface and five hundred (500) feet below said surface, as excepted by Southern Pacific Industrial Development Company, a Texas corporation, in deed recorded October 21, 1975, as Instrument No. 363, Official Records

Assessor's Parcel Number: 8168-007-026

LOS ANGELES COUNTY RECORDER

Dear County Recorder:

In accordance with California Revenue and Taxation Code Section 11932, the undersigned hereby requests that this statement of documentary transfer tax not be recorded with the attached Deed (the "Deed") but be affixed to the Deed after recordation and before return as directed on the Deed.

The Deed names McKesson Corporation, a Delaware corporation as grantee. The property that is the subject of the Deed is located in the City of Santa Fe Springs, County of Los Angeles, State of California.

The amount of documentary transfer tax due on the attached Deed is \$2,750.00 for County Transfer.

PIZZA COMPANY LLC,
a New York limited liability company,
authorized to transact business in the State of California
as PIZZA BEPS COMPANY LLC

By: 

HARVEY SORKIN

Its: Managing Member

L E A S E

1. PARTIES. Agreement made as of the 15th day of December, 1975, between HARVEY SORKIN, an individual; SEYMOUR MOSLIN, an individual; PAUL MASLIN, an individual; and JOSEPH SORKIN, an individual, hereinafter called Lessor, and FOREMOST-McKESSON, INC., a Maryland corporation, hereinafter called Lessee.

2. PREMISES.

A. In consideration of the rent reserved and of the covenants to be performed by Lessee, Lessor hereby leases to Lessee, and Lessee hereby hires from Lessor, the premises situated in the City of Santa Fe Springs, County of Los Angeles, State of California, shown on Exhibit A and described in Exhibit B, attached to and made a part hereof, hereinafter referred to as "the premises."

B. The parties hereby approve the plans and specifications for the improvements to be constructed upon the premises, which plans and specifications are described in Exhibit C, attached to and made a part hereof. The parties acknowledge that, in accordance with a separate agreement between it and Lessor, Crocker Land Company has undertaken to construct the improvements in substantial conformance with the plans and specifications. Upon such completion, Lessee shall provide Lessor with: (i) certification that the construction has been completed to Lessee's satisfaction in substantial conformance with the plans and specifications; and (ii) notification of unconditional acceptance of the premises by Lessee for occupancy.

3. TERM. The term of this Lease shall commence as of the date of substantial completion of the premises and shall expire thirty (30) years from such date, unless sooner terminated under the terms and conditions hereof.

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4. RENT.

A. Lessee shall pay to Lessor, at the address shown in Article 35 of this Lease, as rent, in lawful money of the United States of America, the sum of SIX THOUSAND THIRTY-SEVEN and 50/100 DOLLARS (\$6,037.50) per month, in advance, on the first day of each calendar month, commencing upon substantial completion of the premises and continuing for the term of this Lease; provided that if the date of commencement is not the first day of the calendar month, the rent for such month and for the calendar month in which the Lease ends shall be equitably prorated.

B. The rental specified herein is based on the estimated cost of the improvements to be made, as above provided. The parties agree that the monthly rental payable by Lessee shall be adjusted to reflect any increase or decrease in such costs in an amount equal to the sum of such difference multiplied by 0.007916. Upon determination thereof, Lessor and Lessee agree to execute a lease amendment setting forth the actual rental commencement date and the adjusted monthly rental payments.

C. This Lease shall be deemed and construed to be an absolutely net lease, and Lessor shall receive, except as otherwise expressly provided, such rental installments and additional rent and other amounts payable to Lessor hereunder free from any costs, charges, taxes, assessments, fees, impositions, expenses or deductions of any and every kind or nature whatsoever (except income, transfer and inheritance taxes).

5. HOLDING OVER. Any holding over after the expiration of said term, with the consent of Lessor, shall be construed to be a tenancy from month to month, at the rental then in effect, and shall otherwise be on the terms and conditions herein specified, so far as applicable (excluding, however, the options to renew in Article 6).

6. OPTION TO RENEW. Lessee shall have two successive options to renew this Lease upon the same terms and conditions (except as to rent), each for an additional period of five (5) years, and may exercise the same by giving Lessor written notice thereof at least 90 days prior to the expiration of the then

term of this Lease. The rental during each renewal period shall be the fair rental value of the premises as of the commencement of such period, determined by agreement between Lessor and Lessee or, in the absence of such agreement, determined by arbitration as provided in Article 17. If Lessee, at its own expense, expands or extends the improvements in accordance with Article 28 hereof, the value of such expansion or extension shall not be used in determining such fair rental value. In no event shall the rental for either option period be less than the rent herein provided.

7. PURPOSES. Lessee may use the premises for any lawful purpose.

8. WASTE; ALTERATIONS. Lessee shall not commit, or suffer to be committed, any waste upon the premises or any nuisance thereon. Lessee shall not make or suffer to be made any alterations in, additions to or expansions of the building which cost in excess of \$10,000 with regard to any one alteration, addition or expansion without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

9. FREE FROM LIENS. Lessee shall keep the premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. If any work is to be performed by Lessee for an amount in excess of \$10,000, Lessee shall give Lessor at least ten (10) days prior written notice to permit Lessor to post a Notice of Non-Responsibility at the premises.

10. CONFORMITY WITH GOVERNMENT REGULATIONS. Lessee shall, at Lessee's sole cost and expense, comply with all laws, ordinances and regulations of municipal, state and federal authorities now or hereafter in force, pertaining to the premises and the use thereof; provided that if during the last three (3) years of the Lease (or of any renewal term) capital improvements costing more than \$35,000 are required by governmental regulation, Lessee may at its option terminate the Lease at that time.

11. INDEMNIFICATION OF LESSOR. Lessee hereby waives all claims against Lessor and agrees to indemnify and hold Lessor harmless from any claims, liability, loss, cost or expense (including reasonable attorneys fees) arising,

during the term of this Lease or any renewal thereof, out of (i) the presence on or use of the premises by Lessee or any other person; (ii) Lessee's failure to keep the premises in good condition and repair; (iii) any breach or default by Lessee of any covenant or obligation on its part to be performed; or (iv) any act or negligence of Lessee, its agents, contractors, servants, employees or licensees, but excluding any claims, liability, loss, cost or expense arising out of any act or negligence of Lessor, its agents, contractors, servants or employees. Lessee, at Lessee's cost and expense, shall secure and maintain a policy or policies of comprehensive liability insurance in amount of not less than \$500,000 for any one person injured or killed, and not less than \$1,000,000 for any one accident, and not less than \$100,000 for property damage. Lessor and any mortgagee of Lessor shall be provided certificates evidencing such policies and shall receive ten (10) days advance written notice of the cancellation of any insurance coverage.

12. UTILITIES. Lessee shall pay for all water, gas, heat, light and power, and for sewage, telephone and all other services supplied to the premises.

13. ENTRY BY LESSOR. Lessee shall permit Lessor and its agents to enter the premises at mutually agreeable times for the purposes of inspection, and at all reasonable times for the purposes of posting notices of non-responsibility for alterations, additions or repairs, or placing upon the premises any usual or ordinary "For Sale," "For Lease" or like signs.

14. ASSIGNMENT; SUBLETTING. Lessee may assign this Lease or sublet any part of the premises. No such assignment or sublease shall release Lessee from the obligations and restrictions contained in this Lease, and Lessee shall remain primarily liable for such obligations and restrictions, and Lessor shall have the right to proceed directly against Lessee.

15. INSOLVENCY OR BANKRUPTCY. If Lessee shall file a voluntary petition in bankruptcy or proceedings in bankruptcy shall be instituted against Lessee and Lessee is thereafter adjudicated bankrupt pursuant to such proceeds, or the court shall take jurisdiction of Lessee and Lessee's assets pursuant to

proceedings brought under the provisions of any federal reorganization act or similar state law, or a receiver (except a receiver mentioned in Article 19 hereof) of Lessee's assets shall be appointed, and such petition, proceeding or appointment is not withdrawn or is not vacated within sixty (60) days, or if Lessee executes an assignment for the benefit of its creditors, Lessor shall have the right to terminate this Lease forthwith, and from thenceforth Lessee shall have no rights in or to the demised premises or to any of the privileges herein conferred.

16. DEFAULT. If Lessee fails to cure any breach of this Lease within a reasonable time after receipt of notice thereof from Lessor (except for non-payment of rent, which shall be paid within ten (10) days after such notice), then Lessor, in addition to any other rights and remedies Lessor may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; and any property so removed may be stored in a public warehouse or elsewhere at the expense of Lessee.

If Lessor elects to re-enter or takes possession pursuant to legal proceedings or any notice provided by law, Lessor may either terminate this Lease or Lessor may, from time to time, without terminating this Lease, relet the premises or any part thereof for such term (which may be for a term extending beyond the term of this Lease) and at such rental and upon such other terms and conditions as Lessor, in Lessor's sole discretion, may deem advisable, with the right to make reasonable and necessary alterations and repairs to the premises. If Lessor relets the premises, at Lessor's election, either (i) Lessee shall immediately pay to Lessor the cost and expenses of such reletting and of such alterations and repairs incurred by Lessor and the amount, if any, by which the rent reserved in this Lease for the period of such reletting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the demised premises for such period; or (ii) the rents received by Lessor from such reletting shall be applied: first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting and of such alterations and repair; third, to the payment of rent due and unpaid hereunder; and the

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residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder, and if the rentals received from such reletting during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay such deficiency to Lessor monthly.

No re-entry by Lessor shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction, nor shall such re-entry be construed as a forcible entry. Lessee hereby waives all claim for damages that may be caused by Lessor's re-entering and taking possession of the premises or removing or storing property as herein provided, and will save Lessor harmless from any loss, cost or expense occasioned Lessor thereby.

Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. If Lessor at any time terminates this Lease for any breach, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages incurred by Lessor by reason of such breach, including the cost of recovering the premises, and the worth at the time of such termination of the excess, if any, of the amount of rent or charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder thereof, which amounts shall be immediately due and payable from Lessee to Lessor.

17. ARBITRATION. Any arbitration hereunder shall be in accordance with this Article 17. All arbitrators shall be disinterested persons, having at least five years experience in commercial and industrial real estate. The party desiring arbitration shall give notice to that effect to the other party, specifying in said notice the name and address of the person designated to act as its arbitrator. Within twenty (20) days after service of such notice, the other party shall give notice to the first party specifying the name and address of the person designated to act as its arbitrator. If the second party fails to notify the first party of the appointment of its arbitrator within the time specified, the second arbitrator shall be appointed in the same

manner as provided for the appointment of a third arbitrator where the two arbitrators appointed are unable to agree upon such appointment. The arbitrators so chosen shall meet within ten (10) days after the second arbitrator is appointed. If the said two arbitrators shall not agree upon the decision to be made in such dispute, they shall appoint a third arbitrator; and if they cannot agree on a third arbitrator or fail to appoint such arbitrator within ten (10) days after their meeting, the third arbitrator shall be selected by the parties within a further period of fifteen (15) days. If the parties do not so agree, then either party may request the then presiding judge of any court having jurisdiction thereover to appoint such third arbitrator. The decision of the arbitrators so chosen shall be given within thirty (30) days after the appointment of such third arbitrator. The decision of any two of the arbitrators so appointed shall be binding and conclusive upon the parties. The fees and expenses of the arbitrators shall be borne as the arbitrators direct. Except as otherwise provided in this Lease, the arbitration shall be conducted in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon any decision rendered may be entered in any court having jurisdiction thereover.

18. SURRENDER OF LEASE. The mutual cancellation of this Lease shall not work a merger, and shall at the option of Lessor terminate all or any existing subleases or subtenancies, or may at the option of Lessor operate as an assignment to Lessor any or all such subleases or subtenancies.

19. RECEIVERSHIP. Neither the application by Lessor for the appointment of a receiver in an action to take possession of the premises, nor the appointment of such a receiver, shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is given to Lessee.

20. WAIVER. The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same, or of any other term, covenant or condition herein contained. The subsequent acceptance of rent by Lessor shall not be deemed to be a waiver of any preceding breach by

Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted.

21. UNLAWFUL DETAINER. Lessee covenants and agrees that nothing herein contained and no security or guaranty now or hereafter furnished the Lessor for the payment of the rent herein reserved, or for the performance by Lessee of any of the terms, covenants and conditions of this Lease, shall in any way be a bar or defense to any action in unlawful detainer by the Lessor against Lessee, or for the recovery of the demised premises in any action which Lessor may at any time commence, for or because of the breach of any term, covenant or condition of this Lease.

22. ATTORNEYS FEES. In the event of litigation or arbitration between the parties concerning this Lease or any term or condition hereof or any default hereunder, the prevailing party in such litigation or arbitration shall be entitled to receive from the other party a reasonable attorneys fee as fixed by the court or arbitrators.

23. REPAIRS AND MAINTENANCE. Lessee shall, at Lessee's sole cost, keep and maintain the premises and appurtenances (including but not being limited to landscaping) in good and sanitary order, condition, appearance and repair, hereby waiving all right to make repairs at the expense of Lessor. By entry hereunder, Lessee accepts the premises as being in good and sanitary order, condition, appearance and repair, and agrees on the last day of the term, or sooner termination of this Lease, to surrender to Lessor the premises and appurtenances in the same condition as when received, reasonable use and wear thereof excepted, and to remove Lessee's trade fixtures, machinery and equipment and those of its suppliers at its own cost, and to repair any damage caused by such removal.

24. DESTRUCTION OF PREMISES. If the building on the demised premises is damaged or destroyed during the term of this Lease, this Lease shall not terminate, but Lessee shall, as soon as is practicable after the damage or destruction, and with all due diligence, repair or rebuild the same to substantially

the condition in which the building was prior to such damage or destruction. The rights of the parties hereto arising upon damage to or destruction of the premises shall be governed by the provisions of this agreement. If such damage or destruction occurs during the last three (3) years of the term hereof (or of any renewal term) and the cost of repairing or rebuilding will exceed \$35,000, Lessee may at its election terminate this Lease on ten (10) days prior written notice to Lessor, and upon such termination there shall be no further liability between the parties hereto, except that Lessee shall pay over to Lessor the net insurance proceeds recovered in connection with such damage or destruction. Nothing herein shall require Lessee to repair or rebuild where damage or destruction is the result of the negligence of Lessor, its agents, servants or employees.

25. TAXES. As additional rental hereunder, Lessee agrees to pay before delinquency all real property taxes and assessments which have become or may become a lien upon the premises (or are otherwise imposed or assessed on the premises) or any portion thereof or upon improvements thereon or improvements added thereto during the term of this Lease. Lessee shall provide Lessor a copy of the receipt for each such payment with thirty (30) days after the last day on which such payment is due. Lessee shall also reimburse Lessor, upon demand, any and all taxes payable by Lessor (other than income, inheritance or transfer taxes) whether or not now customary or within the contemplation of the parties hereto: (a) upon, allocable to or measured by or on the rental payable hereunder, including without limitation any gross receipts tax or excise tax levied with respect to the receipt of such rental; or (b) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Lessee of the premises or any portion thereof; or (c) upon this transaction or any document to which Lessee is a party creating or transferring an interest or an estate in the premises. If the taxing authority requires Lessee to pay the taxes on the premises at a date earlier than would be required if Lessor were responsible for said taxes, Lessor shall, at the request of Lessee, direct the taxing authority to send the tax bills to Lessor and Lessor agrees to forward said tax bills promptly to Lessee for payment. If Lessee fails to pay such taxes, in addition to all other remedies

Lessor has hereunder, Lessor shall have the right to pay any or all such taxes and to recover reimbursement therefor from Lessee. If the taxing authority directs notice of assessment to Lessor and Lessor fails to provide Lessee with said notice at least ten (10) days prior to the last day for appeal, Lessee shall not be responsible for payment of any tax increase resulting from such assessment. Lessee shall have the right to contest the amount or validity of any tax payable under this Article 25 which Lessee deems improperly or illegally levied against the premises, and for that purpose shall have the right to institute such proceedings in the name of Lessor as it may deem necessary, provided the expenses thereof shall be paid by Lessee. Taxes for the year in which this Lease terminates shall be equitably prorated.

26. INSURANCE. Lessee shall keep the premises insured against loss or damage by fire with extended coverage and with standard mortgagee clause to the extent of 100 percent of the replacement value of the improvements on said premises (including any improvements made during the term hereof). Lessee shall have the right to cause the policies of insurance required hereunder to exclude from coverage the first \$200,000 of loss, and Lessee hereby agrees to be responsible to Lessor and any first mortgagee for the payment of such sum under the same terms and conditions as though Lessee were the issuer under the policy of insurance maintained; provided that the deductible provision is acceptable to any lending institution that may place a first mortgage on the premises.

The insurance hereunder shall be payable to Lessor and Lessee as their interests may appear, and shall be written by Golden State Insurance Company, Ltd. or such other insurance company as is mutually agreed upon. Lessor and Lessor's mortgagee shall be provided with certificates of insurance and ten (10) days advance written notice of the cancellation of any insurance coverage. If Lessee shall fail to obtain such insurance or to keep the same in full force and effect, Lessor may procure the same, and Lessee shall upon demand reimburse Lessor for the premiums thereon.

Lessee agrees that if Lessor encumbers or has encumbered the demised premises to a lender by first deed of trust, mortgage or other security device, at Lessor's discretion loss shall be made payable to such lender. Lessor agrees that monies, to the extent of insurance proceeds received by either Lessor or

such lender under a policy of insurance described in this Article will be disbursed in installments to Lessee or to Lessee's building contractor according to the progress of the work of repairing or building the demised premises under Article 24.

27. ADDITIONAL CONSTRUCTION. If at any time, or from time to time, Lessee should desire to expand or extend the improvements, Lessor will undertake to have such additional construction work done and pay for the same; provided, however, the monthly rental hereunder shall be increased in an amount to be negotiated by the parties hereto. If terms cannot be agreed upon, Lessee may construct the desired improvements at its own expense.

28. OPTION TO PURCHASE. In the event Lessor is unwilling or unable to undertake the additional construction in accordance with Article 27, or the parties are unable to agree on a fair rental, Lessee will have the option to purchase the property at its fair market value. If the parties cannot agree on the fair market value, it will be settled by arbitration as provided in Article 17; provided, however, that in no event shall the purchase price be less than \$800,764.00.

29. CONDEMNATION.

A. If all of the premises is taken or condemned for a public or quasi-public use, this Lease shall terminate as of the date title to the condemned real estate vests in the condemnor, the rent herein reserved shall be apportioned and paid in full by Lessee to Lessor to that date, all rent prepaid for periods beyond that date shall forthwith be repaid by Lessor to Lessee, and neither party shall thereafter have any liability hereunder.

B. If less than the entire premises is taken or condemned for a public or quasi-public use and the nature and extent of such taking or condemnation are such that Lessee's business cannot be continued on the remaining portion of the premises, then this Lease shall terminate thirty (30) days after Lessee gives to Lessor notice of its election so to do. Such notice must be given within sixty (60) days after the date title vests in the condemnor or the date

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the condemnor takes possession of the condemned real estate, whichever first occurs. Upon such termination the rent herein reserved shall be apportioned and paid in full by Lessee to Lessor to that date, all rent prepaid for periods beyond that date shall forthwith be repaid by Lessor to Lessee, and neither party shall thereafter have any liability hereunder.

C. If less than the entire premises is taken or condemned for a public or quasi-public use, and the nature and extent of such taking or condemnation are such that Lessee's business can be continued on the remaining portion of the premises, Lessee shall restore the building or other improvements upon the demised land to a condition and to a size as nearly comparable as reasonably possible to the condition and size thereof immediately prior to the taking, and there shall be an equitable abatement of the minimum rent according to the value of the premises before and after the taking.

D. In the event that the parties are unable to agree upon the amount of abatement of rent hereunder or whether Lessee's business can be continued on the premises, either party may submit the issue for arbitration, pursuant to the provisions of Article 17 hereof.

E. In the event of a taking or condemnation of all or any portion of the premises for a public or quasi-public use, the award shall be distributed in the following order of priority:

(i) First Priority. Lessee shall be entitled to an amount equal to the amount included in the award for trade fixtures and equipment owned by Lessee or suppliers of goods or services to Lessee and the unamortized value of any improvements installed or constructed on the premises at Lessee's sole cost and expense, together with reimbursement for moving expenses.

(ii) Second Priority. Lessor shall be entitled to an amount equal to the value of the premises (exclusive of improvements installed or constructed at Lessee's expense) or \$762,632.00, whichever is greater.

(iii) Third Priority. Lessee shall be entitled to the amount included in the award for the value of the unexpired term of the lease if this Lease shall have terminated by reason of the taking or condemnation.

(iv) Fourth Priority. The balance of the award, if any, shall be paid to Lessor.

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If only part of the premises is taken or condemned for a public or quasi-public use, the net proceeds (after deducting the costs of collecting the award) of any award payable to Lessor hereunder (herein called "the net condemnation proceeds") shall be held in trust by Lessor or any mortgagee of the premises and released for the purpose of paying the cost of restoring the building and other improvements damaged by reason of the taking or condemnation. Such net condemnation proceeds shall be released from time to time as the work progresses to Lessee or to Lessee's contractors. If such net condemnation proceeds are not adequate, Lessee shall pay the amount by which such cost will exceed such net condemnation proceeds. If such net condemnation proceeds are more than adequate, the amount by which such net condemnation proceeds exceed the cost of restoration will be retained by Lessor or applied to repayment of any mortgage secured by the premises.

30. SUBORDINATION.

A. This Lease, at Lessor's option, shall be subordinate to any ground lease, mortgage, deed of trust or any other hypothecation of security now or hereafter placed upon the real property of which the premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Lessee, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior to subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

B. Lessee agrees to execute any documents required to effectuate such subordination or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be, and failing to do so within ten (10) days after written demand does hereby make, constitute and irrevocably appoint Lessor as Lessee's attorney in fact and in Lessee's name, place and stead to do so.

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C. Anything in this Article 30 to the contrary notwithstanding, Lessee's right to quiet possession of the premises shall not be disturbed so long as Lessee is not in default hereunder and this lease is not otherwise terminated pursuant to its terms.

31. ESTOPPEL CERTIFICATE.

A. Lessee shall at any time upon not less than ten (10) days prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; and (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the premises.

B. Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee (i) that this Lease is in full force and effect without modification, except as may be represented by Lessor; (ii) that there are no uncured defaults in Lessor's performance; and (iii) that not more than one month's rent has been paid in advance.

C. If Lessor desires to finance or refinance the premises, or any part thereof, Lessee hereby agrees to deliver to any lender designated by Lessor such annual reports to stockholders of Lessee as may be reasonably required by such lender. All such annual reports shall be received by Lessor in confidence and shall be used only for the purposes herein set forth.

32. VALIDITY UNDER RULE AGAINST PERPETUITIES. Anything herein contained to the contrary notwithstanding, and in order to guard against any possible invalidity of this Lease under the so-called "Rule Against Perpetuities," the parties expressly agree that in case the term provided for in Article 3 hereof shall not have commenced for whatever reason within twenty-one (21) years after the date hereof, this Lease shall never take effect and the

respective obligations of the parties hereto shall thereupon cease and terminate.

33. SUCCESSORS. The covenants and conditions herein contained shall, subject to the provisions hereof concerning assignment, apply to and bind the heirs, successors, executors, administrators and permitted assigns of the parties hereto.

34. CAPTIONS. The caption headings in this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The terms Lessor and Lessee shall apply to the parties hereto as may be applicable and without regard to gender or number.

35. NOTICES. All notices hereunder shall be deemed sufficient if in writing and delivered personally or deposited in the United States mail, postage prepaid, certified and addressed to the following addresses:

LESSOR 1441 St. Nicholas Avenue
New York, N.Y. 10033

LESSEE Office of the Secretary
Foremost-McKesson, Inc.
One Post Street
San Francisco, California 94104

copy to

or to such other addresses as may be designated from time to time in writing.

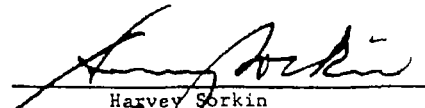
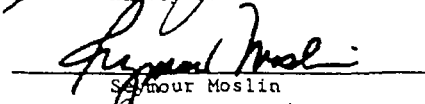
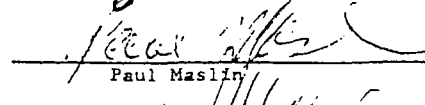
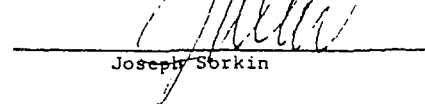
36. CONTROLLING LAW. This agreement shall be controlled and interpreted according to the laws of the State of California.

37. SHORT FORM LEASE. Upon the request of either Lessor or Lessee, Lessor and Lessee agree that they will execute a short form lease setting forth the expiration date and have it properly acknowledged by Lessor in order that it may be recorded.

38. MODIFICATION. This Lease shall not be modified or amended in any respect except by an agreement in writing signed by the party against whom such modification or waiver is sought to be enforced.

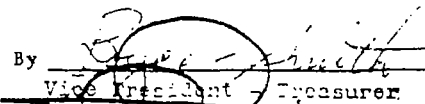
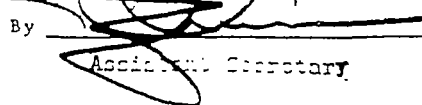
EXECUTED in duplicate the day and year first above written.

LESSOR

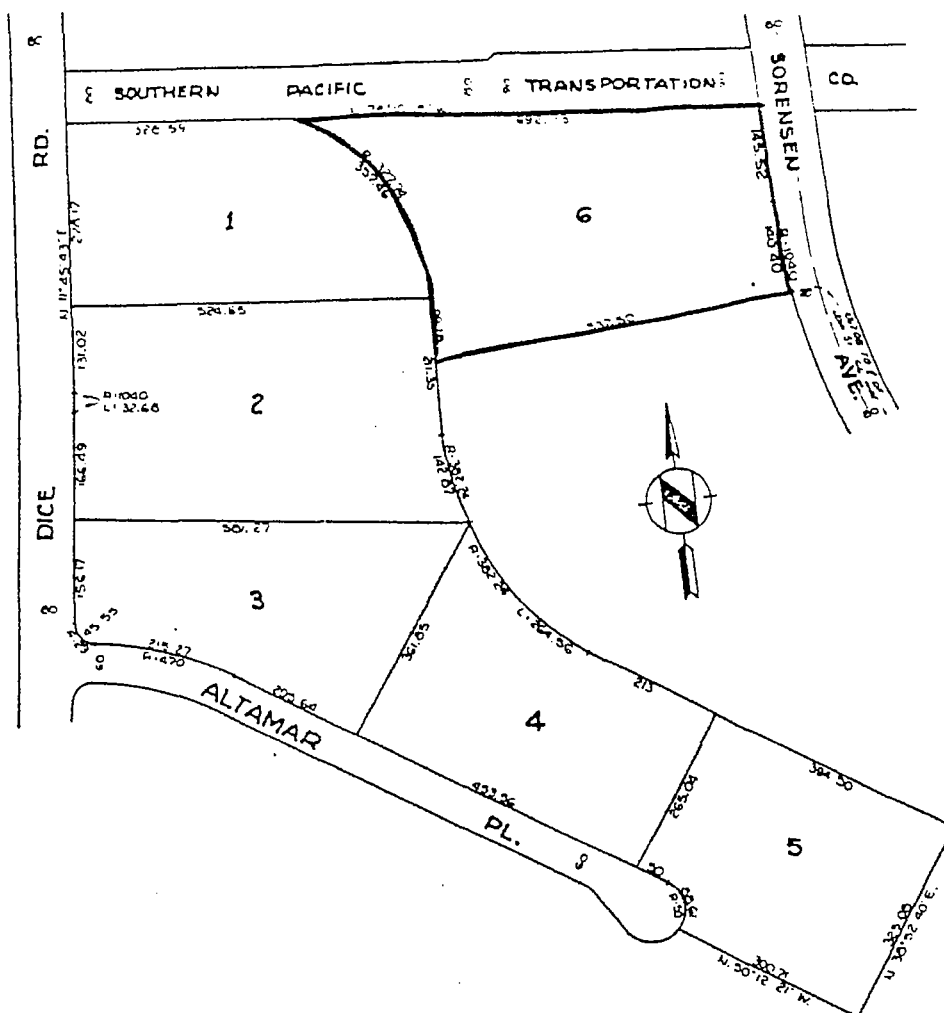

Harvey Sorkin

Seymour Moslin

Paul Maslin

Joseph Sorkin

LESSEE

FOREMOST-MCKESSON, INC.

By 
Vice President - Treasurer
By 
Assistant Secretary

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1/16/75
one given



PARCEL MAP
BOOK 48 PAGE 11

This is not a survey of the land, but is compiled for information only, nor is it a part of the report or policy to which it may be attached.

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LEGAL DESCRIPTION

PARCEL 6 in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on PARCEL MAP NO. 3393 filed for record October 11, 1973, in Book 48, Page 11 of Parcel Maps, in the Office of the County Recorder of said County.

TOGETHER with all of grantor's right, title and interest in and to that portion of the westerly half of Sorensen Avenue (80 feet wide) abutting the above described real property.

EXCEPTING therefrom that portion of said property lying below a depth of five hundred (500) feet measured vertically from the contour of the surface thereof; provided, however, that grantor, its successors and assigns shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property granted herein, or any part thereof, lying between said surface and five hundred (500) feet below said surface, as excepted by Southern Pacific Industrial Development Company, a Texas corporation, in deed recorded October 21, 1975, as Instrument No. 363.

SUBJECT to all easements, rights of way, encumbrances, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

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Plans and specifications for the improvements by COLLEY
ENGINEERS & CONSTRUCTORS, INC.

<u>Drawings</u>	<u>Dated</u>
C-626-A-1	July 23, 1975
M-1	July 17, 1975
P-1	July 23, 1975
P-2	July 23, 1975
P-3	July 23, 1975
P-4	July 23, 1975
Q-1	July 03, 1975
Q-2	---
Q-3	July 23, 1975
Q-4	July 09, 1975
R-1	March 20, 1975
R-2	March 20, 1975
R-3	May 06, 1975
R-4	May 06, 1975
R-5	May 06, 1975
R-6	May 06, 1975
R-7	May 06, 1975
R-8	March 20, 1975
R-9	May 06, 1975
R-10	July 23, 1975
R-11	July 23, 1975
S-1	July 1975
S-2	---
S-3	July 03, 1975
S-4	July 03, 1975
S-5	July 03, 1975
S-6	July 03, 1975
S-7	July 15, 1975

Specifications	August 21, 1975
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EXCLUDING all tanks, pumps, piping, scales and equipment
related to the repackaging operations

11/75/1e

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MKIL16361

FIRST AMENDMENT OF LEASE

This First Amendment of Lease is entered into as of the 30th day of April, 1976, by and between HARVEY SORKIN, an individual; SEYMOUR MOSLIN, an individual; PAUL MASLIN, an individual; and JOSEPH SORKIN, an individual, hereinafter referred to as Lessor, and FOREMOST-McKESSON, INC., a Maryland corporation, hereinafter referred to as Lessee,

WITNESSETH:

WHEREAS, the parties entered into a lease dated December 15, 1975, for certain premises situated at 9005 Sorensen Street in the City of Santa Fe Springs, County of Los Angeles, State of California, hereinafter referred to as the Lease; and

WHEREAS, the parties desire to amend said Lease in certain respects hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereby agree as follows:

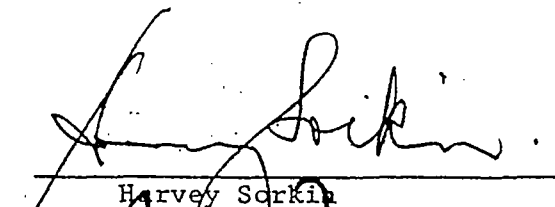
1. Notwithstanding the provisions of Paragraph 4.B., the rent payable under Paragraph 4.A. is \$6,037.50 per month.

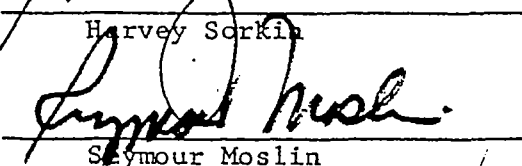
2. The obligation to pay rent pursuant to Paragraph 4.A. shall commence on May 1, 1976.

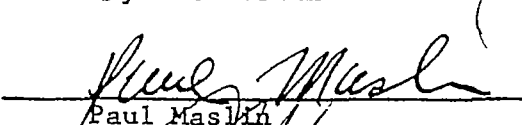
3. Pursuant to the provisions of Paragraph 29, the Lease is subordinate to that certain deed of trust to be executed June 1, 1976 by and between Lessor as trustor and Title Insurance and Trust as trustee for Troy Savings Bank

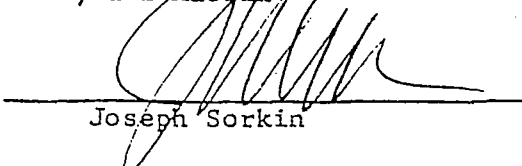
4. Except as specifically set forth in this First Amendment of Lease, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment of Lease as of the day and year first hereinabove set forth.

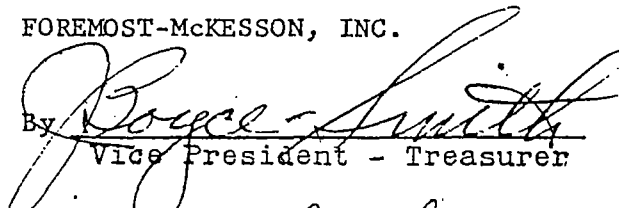

Harvey Sorkin



Seymour Moslin


Paul Maslin


Joseph Sorkin

FOREMOST-McKESSON, INC.

By 
Vice President - Treasurer

By 
Assistant Secretary

ONR

le for
JMB

F. M. Moslin
Contract
SECOND AMENDMENT OF LEASE

This Amendment of Lease is entered into as of the 14th day of May, 1978, by and between HARVEY SORKIN, an individual; SEYMOUR MOSLIN, an individual; PAUL MASLIN, an individual; and JOSEPH SORKIN, an individual, hereinafter referred to as Lessor, and FOREMOST-MCKESSON, INC., a Maryland corporation, hereinafter referred to as Lessee,

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a lease dated December 15, 1975, as amended April 30, 1976, for certain premises situated at 9005 Sorensen Street, Santa Fe Springs, California, hereinafter referred to as the Lease; and

WHEREAS, the parties desire to amend said Lease in certain respects hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereby agree as follows:

1. The self-insurance provision of Article #26 is hereby amended to read as follows:

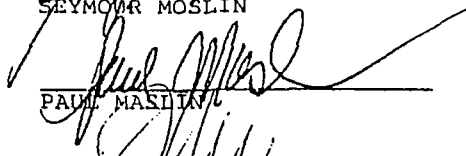
Lessee shall have the right to cause the policies of insurance required hereunder to exclude from coverage the first \$500,000 of loss, and Lessee hereby agrees to be responsible to Lessor and any first mortgagee for the payment of such sum under the same terms and conditions as though Lessee were the issuer under the policy of insurance maintained.

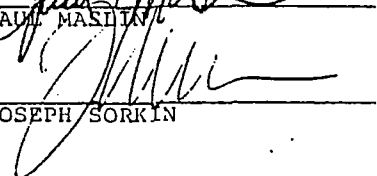
2. Except as specifically set forth in this Amendment of Lease, the Lease shall remain in full force and effort.

IN WITNESS WHEREOF, the parties have executed this Amendment of Lease as of the day and year first hereinabove set forth.



HARVEY SORKIN


SEYMOUR MOSLIN


PAUL MASTIAN


JOSEPH SORKIN

FOREMOST-McKESSON, INC.

By: 
Allen Pearce

Assistant Treasurer

By: 
J.R. Blaskal

Assistant Secretary

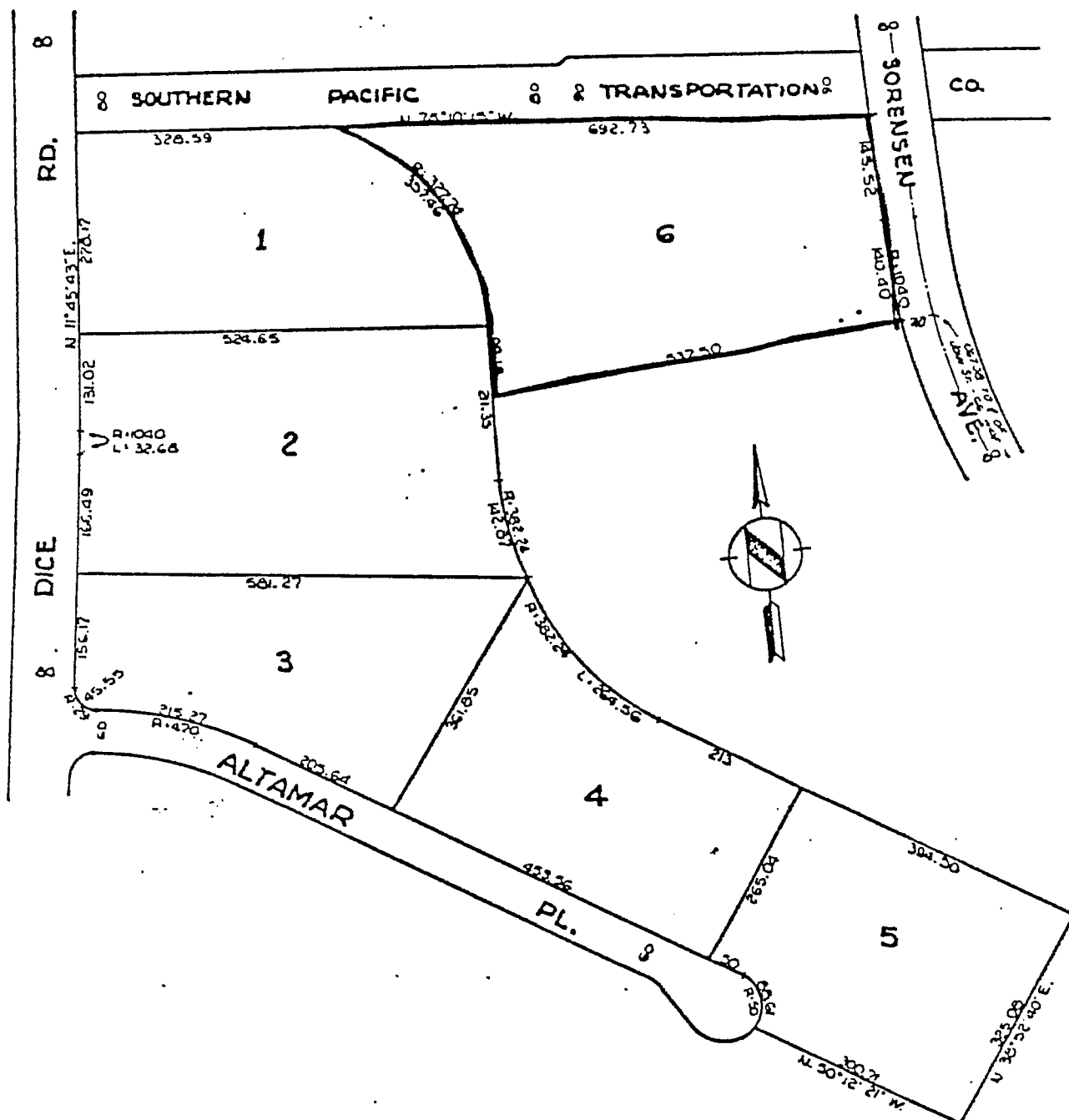
ACCEPTED:

TROY SAVINGS BANK

By: 
Wallace H. Zent

S.V.P.

APPROVED AS TO LEGAL FORM	CPG
TERMS AND CONDITIONS APPROVED	ND



PARCEL MAP BOOK 48 PAGE 11

This is not a survey of the land, but is compiled for information only, nor is it a part of the report or policy to which it may be attached.

LEGAL DESCRIPTION

PARCEL 6 in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on PARCEL MAP NO. 3393 filed for record October 11, 1973, in Book 48, Page 11 of Parcel Maps, in the Office of the County Recorder of said County.

TOGETHER with all of grantor's right, title and interest in and to that portion of the westerly half of Sorensen Avenue (80 feet wide) abutting the above described real property.

EXCEPTING therefrom that portion of said property lying below a depth of five hundred (500) feet measured vertically from the contour of the surface thereof; provided, however, that grantor, its successors and assigns shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property granted herein, or any part thereof, lying between said surface and five hundred (500) feet below said surface, as excepted by Southern Pacific Industrial Development Company, a Texas corporation, in deed recorded October 21, 1975, as Instrument No. 363.

SUBJECT to all easements, rights of way, encumbrances, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

Plans and specifications for the improvements by COLLEY
ENGINEERS & CONSTRUCTORS, INC.

<u>Drawings</u>	<u>Dated</u>
C-628-A-1	July 23, 1975
M-1	July 17, 1975
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R-10	July 23, 1975
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S-3	July 03, 1975
S-4	July 03, 1975
S-5	July 03, 1975
S-6	July 03, 1975
S-7	July 15, 1975

Specifications

August 21, 1975

EXCLUDING all tanks, pumps, piping, scales and equipment
related to the repackaging operations

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ARTICLES OF ORGANIZATION
OF

PIZZA COMPANY LLC

Under Section 203 of the Limited Liability Company Law of the State of New York

BLU-39
DRAWDOWN

FILED BY:

BELKIN, BURDEN, ETAL
270 MADISON AVE
NY NY 10016

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JUN 14 2003
TAXS
BY: *[Signature]*

FILED
2003 JUN 14 11:23:37

RECEIVED
2003 JUN 14 AM 11:03

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030604000538

ARTICLES OF ORGANIZATION

OF

PIZZA COMPANY LLC

Under Section 203 of the Limited Liability Company Law of the State of New York

THE UNDERSIGNED, being a natural person of at least eighteen (18) years of age and acting as the organizer of the limited liability company (the "Company") hereby being formed under Section 203 of the Limited Liability Company Law of the State of New York (the "LLCL"), certifies that:

FIRST: The name of the Company is:

PIZZA COMPANY LLC

SECOND: The county within the State of New York in which the principal office of the Company is to be located is: NEW YORK.

THIRD: The Secretary of State is designated as the agent of the Company upon whom process against the Company may be served. The post-office address within or without the State of New York to which the Secretary of State shall mail a copy of any process against the Company served upon such Secretary of State is: THE LLC, C/O MIRIMAR MANAGEMENT CORP., 560 W. 180TH ST., NY NY 10033.

FOURTH: The Company shall be managed by ONE OR MORE MEMBERS.

FIFTH: The latest date on which the Company shall dissolve is 6-1-2028.

IN WITNESS WHEREOF, I have subscribed these Articles of Organization and do hereby affirm the foregoing as true under penalties of perjury, this 23RD day of May, 2003.

s/Sharon Babala

Sharon Babala

Sole Organizer

Blumberg Excelxior

52 South Pearl St.

Albany, NY 12207

OPERATING AGREEMENT

dated June 15, 2003

among

Harvey Sorkin
Seymour Moslin

Managing Members

and

Lucille Maslin, as Trustee under Article 5 of the Will of Paul Maslin, deceased

Member

**OPERATING AGREEMENT
OF
PIZZA COMPANY LLC**

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AGREEMENT, made as of June 15, 2003, among Harvey Sorkin, an individual, having an address at 30 Glenn Street, White Plains, New York 10603, and Seymour Moslin, an individual, having an address at c/o Mirimar Management Corp., 560 W. 180th Street, New York, NY 10033 (collectively hereinafter referred to as "Managing Members"), and Lucille Maslin, as Trustee under Article 5 of the Will of Paul Maslin, deceased, having an address at c/o Mirimar Management Corp., 560 W. 180th Street, New York, NY 10033 ("Member").

WITNESSETH:

WHEREAS, the parties hereto desire to form a limited liability company pursuant to the laws of the State of New York for the purposes hereinafter set forth, and to establish their respective rights and obligations in connection with the limited liability company;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Managing Members and Members agree as follows:

1. Formation

The parties hereby confirm that they have formed a limited liability company (the "Limited Liability Company") pursuant to the provisions of the New York Limited Liability Company Act, for the purposes and the period and upon the terms and conditions hereinafter set forth. The parties have caused to be filed the Articles of Organization of the Limited Liability Company, and shall execute, acknowledge, swear to and file any other documents required under applicable law.

2. Name

The name of the Limited Liability Company shall be Pizza Company LLC, and all business of the Limited Liability Company shall be conducted under said name, or such other name as the Members from time to time may determine.

3. Purposes

The purposes of the Limited Liability Company are to hold title to certain parcels of real estate, to incur indebtedness, secured and unsecured; to enter into and perform contracts and agreements of any kind necessary to, in connection with or incidental to the business of the Limited Liability Company; and to carry on any other activities necessary to, in connection with or incidental to the foregoing, as the Managing Members in their discretion may deem desirable.

4. Place of Business

The principal place of business of the Limited Liability Company shall be at c/o Mimmar Management Corp., 560 W. 180th Street, New York, NY 10033, in the County of New York, or at such other or additional places of business within or outside of the State of New York as the Managing Members from time to time may designate. The Managing Members shall notify the other Members of any change of the principal place of business.

The Limited Liability Company hereby designates the Secretary of State of New York as agent of the Limited Liability Company for the service of process.

5. Term

The term of the Limited Liability Company shall commence on the filing of the Articles of Organization of the Limited Liability Company, and shall continue until the occurrence of an event hereinafter set forth which causes the termination of the Limited Liability Company.

6. Capital Contributions

The Managing Members shall contribute to the capital of the Limited Liability Company the amount set forth opposite his name below:

Harvey Sorkin -- \$10.00
Seymour Moslin -- \$10.00

The Managing Members shall not be required to make any additional capital contributions.

Each of the Members shall contribute to the capital of the Limited Liability Company the amount set forth opposite his name below:

Lucille Maslin, as Trustee under Article 5 of the Will of Paul Maslin, deceased -- \$10.00

The Members shall not be required to make any additional capital contributions.

Except as specifically provided in this Agreement or required by law, no Member shall have the right to withdraw or reduce his contributions to the capital of the Limited Liability Company until the termination of the Limited Liability Company. No Member shall have the

right to demand and receive any distribution from the Limited Liability Company in any form other than cash, regardless of the nature of such Member's capital contribution. No Member shall be paid interest on capital contributions to the Limited Liability Company.

The liability of any Member for the losses, debts, liabilities and obligations of the Limited Liability Company shall be limited to paying: the capital contribution of such Member when due under this Agreement; such Member's share of any undistributed assets of the Limited Liability Company; and (only if and to the extent at any time required by applicable law) any amounts previously distributed to such Member by the Limited Liability Company.

7. Loans and Advances by Members

If any Member shall loan or advance any funds to the Limited Liability Company in excess of the capital contribution of such Member prescribed herein, such loan or advance shall not be deemed a capital contribution to the Limited Liability Company and shall not in any respect increase such Member's interest in the Limited Liability Company.

8. Allocations and Distributions

As used in this Agreement, the terms "net profits" and "net losses" shall mean the profits or losses of the Limited Liability Company from the conduct of the Limited Liability Company's business, after all expenses incurred in connection therewith have been paid or provided for, including any allowance for depreciation or amortization of the cost of the realty.

The term "cash receipts" shall mean all cash receipts of the Limited Liability Company from whatever source derived, including without limitation capital contributions made by the Members; the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the realty or other assets of the Limited Liability Company; the proceeds of any loan to the Limited Liability Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the realty or other assets of the Limited Liability Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Limited Liability Company; and the proceeds from the liquidation of the realty or other assets of the Limited Liability Company following a termination of the Limited Liability Company.

The term "capital transactions" shall mean any of the following: the sale of all or any part of the realty or other assets of the Limited Liability Company or interests therein; the refinancing or recasting of mortgages or other liabilities of the Limited Liability Company; the condemnation of the realty to the extent the award is not used for restoration; the receipt of insurance proceeds; and any other similar or extraordinary receipts or proceeds which in accordance with generally accepted accounting principles are attributable to capital, including transactions in connection with the termination and dissolution of the Limited Liability Company.

The "capital account" for each Member shall mean the account established, determined and maintained for such Member in accordance with Section 704(b) of the Internal Revenue Code and Treasury Regulation Section 1.704-1(b)(2)(iv). The capital account for each Member shall be **increased by** (1) the amount of money contributed by such Member to the Limited Liability Company, (2) the fair market value of property contributed by such Member to the Limited Liability Company (net of liabilities secured by such contributed property that the Limited Liability Company is considered to assume or take subject to under Section 752 of the Internal Revenue Code), and (3) allocations to such Member of Limited Liability Company income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Trea. Reg. Section 1.704-1(b)(2)(iv)(g), but excluding income and gain described in subsection (b)(4)(i) of said Regulation, and shall be **decreased by** (4) the amount of money distributed to such Member by the Limited Liability Company, (5) the fair market value of property distributed to such Member by the Limited Liability Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code), (6) allocations to such Member of expenditures of the Limited Liability Company described in Section 705(a)(2)(B) of the Code, and (7) allocations of Limited Liability Company loss and deduction (or items thereof) including loss and deduction described in Trea. Reg. Section 1.704-1(b)(2)(iv)(g), but excluding items described in (6) above and loss or deduction described in subsections (b)(4)(i) or (b)(4)(iii) of said Regulation. Net profits and net losses of the Limited Liability Company from other than capital transactions, as of the end of any fiscal year or other period, shall be credited or charged to the capital accounts of the Members prior to any charge or credit to said capital accounts for net profits and net losses of the Limited Liability Company from capital transactions as of the end of such fiscal year or other period. The capital account for each Member shall be otherwise adjusted in accordance with the additional rules of Trea. Reg. Section 1.704-1(b)(2)(iv).

The term "Members' Percentage Interests" shall mean the percentages set forth opposite the name of each Member below:

Managing Members Percentage Interest

Harvey Sorkin -- 50 percent
Seymour Moslin -- 25 percent

Other Members Percentage Interest

Lucille Maslin, as Trustee under Article 5 of the Will of Paul Maslin, deceased -- 25 percent

During each fiscal year, the net profits and net losses of the Limited Liability Company (other than from capital transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests. The net profits of the Limited Liability Company from capital transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Members in proportion to the amounts of the negative balance in their respective capital

accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Members in proportion to the Members' Percentage Interests. The net losses of the Limited Liability Company from capital transactions shall be allocated in the following order of priority: (a) to the extent that the balances in the capital accounts of any Members are in excess of their original contributions, to such Members in proportion to such excess balances in the capital accounts until all such excess balances have been reduced to zero; then (b) to the Members in proportion to the Members' Percentage Interests.

The cash receipts of the Limited Liability Company shall be applied in the following order of priority: (a) to the payment by the Limited Liability Company of amounts due on debts and liabilities of the Limited Liability Company other than to any Member, and operating expenses of the Limited Liability Company; (b) to the payment of interest and amortization due on any loan made to the Limited Liability Company by any Member; (c) to the establishment of cash reserves determined by the Managing Members to be necessary or appropriate, including without limitation reserves for the operation of the Limited Liability Company's business, taxes and contingencies; and (d) to the repayment of any loans made to the Limited Liability Company by any Member. Thereafter, the cash receipts of the Limited Liability Company shall be distributed among the Members as hereafter provided.

The cash receipts of the Limited Liability Company shall be distributed to the Members from time to time at such times as the Managing Members shall determine. It is contemplated that distributions will be made if the Managing Members deem such distributions to be prudent and feasible.

Except as otherwise provided in this Agreement or required by law, distributions of cash receipts of the Limited Liability Company, other than from capital transactions, shall be allocated among the Members in proportion to the Members' Percentage Interests.

Except as otherwise provided in this Agreement or required by law, distributions of cash receipts from capital transactions shall be allocated in the following order of priority: (a) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in his capital account; then (b) to the Members in proportion to the Members' Percentage Interests.

Special Allocations -- Notwithstanding the preceding provisions of this Article 8, the following special allocations shall be made in the following order:

(1) **Minimum Gain Chargeback** -- Except as otherwise provided in Treas. Reg. Section 1.704-2(f), if there is a net decrease in partnership minimum gain (within the meaning of Treas. Reg. Sections 1.704-2(b)(2) and 1.704-2(d)) during any fiscal year, each Member shall be allocated items of the Limited Liability Company's income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in partnership minimum gain, determined in accordance with Treas. Reg. Section 1.704-2(g). Allocations made pursuant to the preceding sentence shall be made in proportion to the respective amounts required to be allocated to each Member

pursuant thereto. The items to be so allocated shall be determined in accordance with Trea. Reg. Sections 1.704-2(f)(6) and 1.704-2(j)(2). This provision is intended to comply with the minimum gain chargeback requirement in Trea. Reg. Section 1.704-2(f) and shall be interpreted consistently therewith.

(2) Partner Minimum Gain Chargeback -- Except as otherwise provided in Trea. Reg. Section 1.704-2(i)(4), if there is a net decrease in partner nonrecourse debt minimum gain attributable to a partner nonrecourse debt during any fiscal year, each Member who has a share of the partner nonrecourse debt minimum gain attributable to such partner nonrecourse debt, determined in accordance with Trea. Reg. Section 1.704-2(i)(5), shall be allocated items of the Limited Liability Company's income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in partner nonrecourse debt minimum gain attributable to such partner nonrecourse debt, determined in accordance with Trea. Reg. Section 1.704-2(i)(4). Allocations made pursuant to the preceding sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Trea. Reg. Sections 1.704-2(i)(4) and 1.704-2(j)(2). As used herein, "partner nonrecourse debt" has the meaning set forth in Trea. Reg. Section 1.704-2(b)(4). As used herein, "partner nonrecourse debt minimum gain" shall mean an amount, with respect to each partner nonrecourse debt, equal to the partnership minimum gain (within the meaning of Trea. Reg. Sections 1.704-2(b)(2) and 1.704-2(d)) that would result if such partner nonrecourse debt were treated as a nonrecourse liability (within the meaning of Trea. Reg. Section 1.704-2(b)(3)) determined in accordance with Trea. Reg. Section 1.704-2(i)(3). This provision is intended to comply with the minimum gain chargeback requirement in Trea. Reg. Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(3) Qualified Income Offset -- In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Trea. Reg. Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of the Limited Liability Company's income and gain shall be allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, any adjusted capital account deficit in such Member's capital account, as quickly as possible, provided that an allocation pursuant to this provision shall be made only if and to the extent that such Member would have an adjusted capital account deficit in such Member's capital account after all other allocations provided for in this Article 8 have been tentatively made as if this provision were not in this Agreement. As used herein, "adjusted capital account deficit" shall mean the deficit balance, if any, in a Member's capital account at the end of the relevant fiscal year after the following adjustments: (i) credit to such capital account the minimum gain chargeback which the Member is obligated to restore pursuant to the penultimate sentences of Trea. Reg. Sections 1.704-2(g)(1) and 1.704-2(i)(5); and (ii) debit to such capital account the items described in Trea. Reg. Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6). This provision is intended to constitute a

qualified income offset within the meaning of Trea. Reg. Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(4) Gross Income Allocation -- In the event any Member has a deficit capital account at the end of any fiscal year which is in excess of the sum of the amounts such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Trea. Reg. Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be allocated items of the Limited Liability Company's income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this provision shall be made only if and to the extent that such Member would have a deficit in such Member's capital account in excess of such sum after all other allocations provided for in this Article 8 have been tentatively made as if this provision and the provisions of clause (3) above were not in this Agreement.

(5) Nonrecourse Deductions -- Nonrecourse deductions (within the meaning of Trea. Reg. Section 1.704-2(b)(1)) for any fiscal year shall be allocated among the Members in proportion to the Members' Percentage Interests.

(6) Partner Nonrecourse Deductions -- Any partner nonrecourse deductions (within the meaning of Trea. Reg. Sections 1.704-2(b)(1) and 1.704-2(b)(2)) for any fiscal year shall be allocated to the Member who bears the economic risk of loss with respect to the partner nonrecourse debt (within the meaning of Trea. Reg. Section 1.704-2(b)(4)) to which such partner nonrecourse deductions are attributable in accordance with Trea. Reg. Section 1.704-2(i)(1).

(7) Other Mandatory Allocations -- In the event Section 704(c) of the Internal Revenue Code or the Regulations thereunder require allocations in a manner different than that set forth above in this Article 8, the provisions of Section 704(c) and the Regulations thereunder shall control such allocations among the Members.

It is the intention of the Members that the allocations hereunder shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Internal Revenue Code and Trea. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions hereof. If Section 704 or the Regulations at any time require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein, and the Managing Members shall be authorized by an instrument in writing to amend the terms of this Agreement to add such provisions, and any such amendment shall be retroactive to whatever extent required to create allocations with a substantial economic effect.

9. Books, Records and Tax Returns

At all times during the continuance of the Limited Liability Company, the Managing Members shall keep or cause to be kept complete and accurate records and books of account in which shall be entered each transaction of the Limited Liability Company in accordance with generally accepted accounting principles.

The fiscal year of the Limited Liability Company for both accounting and income tax purposes shall be the calendar year. The Limited Liability Company shall report its operations, net income and net losses in accordance with the methods of accounting selected by the Managing Members.

The Managing Members may employ on behalf of the Limited Liability Company and at the expense of the Limited Liability Company such firm of certified public accountants as the Managing Members in their sole discretion deems appropriate to serve as the Limited Liability Company's accountants.

The Managing Members shall furnish to each Member, within seventy-five days after the end of each fiscal year, an annual report of the Limited Liability Company which shall include a balance sheet as of the end of such fiscal year; a profit and loss statement of the Limited Liability Company for such fiscal year; a statement of the balance in the capital account of such Member; and the amount of such Member's share of the Limited Liability Company's income, gain, losses, deductions and other relevant items for federal income tax purposes.

The Managing Members shall prepare or cause to be prepared all federal, state and local income tax and information returns for the Limited Liability Company, and shall cause such tax and information returns to be filed timely with the appropriate governmental authorities. Within seventy-five days after the end of each fiscal year, the Managing Members shall forward to each person who was a Member during the preceding fiscal year a true copy of the Limited Liability Company's information return filed with the Internal Revenue Service for the preceding fiscal year. The Managing Members shall not be liable to any Member if any taxing authority disallows or adjusts any deductions or credits in the Limited Liability Company's income tax or information returns.

All elections required or permitted to be made by the Limited Liability Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Managing Members. Harvey Sorkin is designated as the initial tax matters partner for the Limited Liability Company. The tax matters partner shall take such action as may be necessary to cause each other Member to become a notice member within the meaning of Section 6223 of the Code. The tax matters partner may not take any action contemplated by Sections 6222 through 6232 of the Code without the consent of the Managing Members.

The Managing Members shall furnish to each Member, promptly upon request, a current list of the names and addresses of all of the Managing Members and other Members of

the Limited Liability Company, and any other persons or entities having any financial interest in the Limited Liability Company.

10. Bank Accounts

All funds of the Limited Liability Company shall be deposited in the Limited Liability Company's name in such bank account or accounts as shall be designated by the Managing Members. Withdrawals from any such bank accounts shall be made only in the regular course of business of the Limited Liability Company and shall be made upon such signature or signatures as the Managing Members from time to time may designate.

11. Management of the Limited Liability Company

The Members hereby designate Harvey Sorkin, an individual, having an address at 30 Glenn Street, White Plains, New York, and Seymour Moslin, an individual, having an address at c/o Mirmar Management Corp., 560 W. 180th Street, New York, NY 10033 to serve as Managing Members for the Limited Liability Company.

The business and affairs of the Limited Liability Company shall be conducted and managed by the Managing Members of the Limited Liability Company in accordance with this Agreement and the laws of New York.

At any time there is more than one Managing Member, any difference arising as to any matter within the authority of Managing Members shall be decided by a majority in number of the Managing Members.

If at any time the Managing Members do not own, in the aggregate, at least 20 percent of the Members' Percentage Interests, all of the Members shall be Managing Members until such time as the Members duly elect Managing Members who do own at least 20 percent of the Members' Percentage Interests.

The Managing Members shall have responsibility for the day-to-day management of the business and affairs of the Limited Liability Company and shall devote such time and attention as the Managing Members deem necessary to the conduct and management of the business and affairs of the Limited Liability Company.

Each of the Managing Members hereby is given sole power and authority to execute instruments on behalf of the Limited Liability Company and to otherwise bind the Limited Liability Company.

No Member, other than the Managing Members or their designees, shall have the authority, or shall take any action as a Member, to bind the Limited Liability Company.

Except as provided elsewhere in this Agreement, or by nonwaivable provisions of applicable law, the Managing Members shall possess and enjoy all rights and powers necessary or appropriate for the conduct and management of the business and affairs of the Limited Liability Company and hereby are authorized to make all decisions relating to the business and affairs of the Limited Liability Company. The Managing Members may make decisions relating to: the purchase, sale, exchange, lease, transfer, encumbrance or other acquisition or disposition of any property, for cash, other property, or on terms; the borrowing of money and the obtaining of loans, secured and unsecured, for the Limited Liability Company and in connection therewith the issuance of notes, debentures and other debt securities and the securing of the same by assigning for security purposes, pledging or hypothecating all or part of assets of the Limited Liability Company; the expenditure of the capital and receipts of the Limited Liability Company in furtherance of the business of the Limited Liability Company; the purchase of equipment, supplies and services as the Managing Members deem appropriate; the purchase of hazard, liability and other insurance which the Managing Members may deem necessary or proper; the employment of attorneys, accountants, brokers, consultants and other persons, firms and corporations to render services to the Limited Liability Company as the Managing Members may deem necessary or proper; and the taking of all other actions and the execution and delivery of any and all other instruments and agreements as the Managing Members may deem appropriate to carry out the intents and purposes of this Agreement.

The Managing Members may employ on behalf of the Limited Liability Company, on such terms and for such compensation as the Managing Members may determine, any persons, firms or corporations, including accountants and attorneys, as the Managing Members, in their sole judgment shall deem desirable for the business and affairs of the Limited Liability Company. Any such person, firm or corporation may also be employed by the Managing Members in connection with any other business of the Managing Members.

The Managing Members shall be reimbursed by the Limited Liability Company for all direct out-of-pocket expenses incurred by the Managing Members on behalf of the Limited Liability Company in connection with the performance of their duties hereunder, including without limitation amounts payable by the Managing Members for office, accounting, bookkeeping and other services, materials, facilities and professional and legal services rendered or furnished to the Limited Liability Company.

Except as expressly provided in this Agreement, no fees, salary or other compensation shall be paid to the Managing Members for the rendition of services to the Limited Liability Company.

A Managing Member's duty of care in the discharge of the Managing Member's duties to the Limited Liability Company and the Members is limited to refraining from engaging in grossly negligent conduct, intentional misconduct, or a knowing violation of law. In discharging the duties of a Managing Member, the Managing Member shall be fully protected in relying in good faith upon the records of the Limited Liability Company and upon such information, opinions, reports or statements by other Managing Members, Members, agents or other persons as to matters the Managing Member reasonably believes are within such person's professional or expert competence, including without limitation information, opinions, reports or

statements as to the value or amount of the assets, liabilities, profits or losses of the Limited Liability Company or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

To the extent of the Limited Liability Company's assets, and to the extent permitted by law, the Limited Liability Company shall indemnify and hold each Managing Member harmless from and against all liability, claim, loss, damage or expense, including reasonable attorneys' fees, incurred by the Managing Member by reason of any act or omission of the Managing Member made in good faith on behalf of the Limited Liability Company.

Except as expressly provided elsewhere in this Agreement, any decisions which are to be made by the Members, rather than the Managing Members, shall be made by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

12. Meetings of Members

The annual meeting of the Members shall be held on the first Tuesday in the month of January, at 10:00 A.M., at the principal office of the Limited Liability Company, for the purpose of transacting such business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

Special meetings of the Members, for any purpose or purposes, may be called by the Managing Members or by any two Members (or such other number of Members as the Members from time to time may specify).

Written or telephonic notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than three days before the date of the meeting, either personally or by mail, by or at the direction of the Managing Members, to each Member of record entitled to vote at such meeting. When all the Members of the Limited Liability Company are present at any meeting, or if those not present sign a written waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting shall be valid as if a meeting had been formally called and notice had been given.

At any meeting of the Members, the presence of Members holding a majority of the Members' Percentage Interests, as determined from the books of the Limited Liability Company, represented in person or by proxy, shall constitute a quorum for the conduct of the general business of the Limited Liability Company. However, if any particular action by the Limited Liability Company shall require the vote or consent of some other number or percentage of Members pursuant to this Agreement, a quorum for the purpose of taking such action shall

require such other number or percentage of Members. If a quorum is not present, the meeting may be adjourned from time to time without further notice, and if a quorum is present at the adjourned meeting any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

At all meetings of the Members, a Member may vote by proxy executed in writing by the Member or by a duly authorized attorney-in-fact of the Member. Such proxy shall be filed with the Managing Members of the Limited Liability Company before or at the time of the meeting. No proxy shall be valid after three months from the date of execution, unless otherwise provided in the proxy.

If at any time a Member is a corporation, partnership or limited liability company, the interest of such Member may be voted by such officer, partner, agent or proxy of such Member as the bylaws, board directors, or other organization documents of such entity may duly authorize.

The Managing Members or their designee shall preside at meetings of the Members. A record of the meetings shall be maintained by a secretary of the meetings designated by the Managing Members. The Members may adopt their own rules of procedure, which shall not be inconsistent with this Operating Agreement.

A Member of the Limited Liability Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless the dissent of such Member shall be entered in the minutes of the meeting or unless such Member shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the Limited Liability Company within fifteen days after the adjournment of meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject thereof.

Members of the Limited Liability Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be voted upon. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

13. Assignment of Interests

Except as otherwise provided in this Agreement, no Member or other person holding any interest in the Limited Liability Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of his interest in the Limited Liability Company, including without limitation the capital, profits or distributions of the Limited Liability Company without the prior written consent of the other Members in each instance.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Limited Liability Company to any of the following (collectively the "permitted assignees"): the spouse, parents, sisters, brothers, descendants, nieces or nephews of such Member, other than a minor or incompetent; any other Member; or the spouse, parents, sisters, brothers, descendants, nieces or nephews of a Member, other than a minor or incompetent; or trust for the sole benefit of one or more of the foregoing; or any person, corporation, partnership or other entity as to which the Limited Liability Company has given consent to the assignment of such interest in the allocations and distributions of the Limited Liability Company by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled, unless such permitted assignee applies for admission to the Limited Liability Company and is admitted to the Limited Liability Company as a Member in accordance with this Agreement.

An assignment, pledge, hypothecation, transfer or other disposition of all or any part of the interest of a Member in the Limited Liability Company or other person holding any interest in the Limited Liability Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Limited Liability Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Managing Members, has been delivered to the Limited Liability Company.

As between a Member and an assignee or transferee of such Member's interest in accordance with this Agreement, allocations and distributions for any fiscal year shall be apportioned as of the date of the assignment or transfer, on the basis of the number of days before and after said date, without regard to the results of the Limited Liability Company's operations before or after the assignment or transfer.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combined with other transactions, would result in the termination of the Limited Liability Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Managing Members that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable federal and state securities laws. No interest in the Limited Liability Company may

be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Managing Members and the Limited Liability Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof, and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Managing Members the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Managing Members to establish to the satisfaction of the Managing Members that an interest has been assigned or transferred in accordance with this Agreement.

14. Right of First Refusal

If a Member desires to sell, transfer or otherwise dispose of all or any part of his interest in the Limited Liability Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to the other Members before selling, transferring or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be given to every other Member, and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place (which date shall be not less than thirty nor more than sixty days after the delivery of the offer), the location within the State of New York at which the closing is to take place, and all other material terms and conditions of the sale, transfer or other disposition.

Within fifteen days after the delivery of said offer the other Members shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen days conclusively shall be deemed a rejection of the offer. Any or all of the other Members may elect to accept the offer, and if more than one of the other Members elects to accept the offer, the interest being sold and the purchase price therefor shall be allocated among the Members so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

If any or all of the other Members elect to accept the offer, then the closing of title shall be held in accordance with the offer and the Selling Member shall deliver to the other Members who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Members shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Members who have accepted such offer default in their obligations to purchase the interest, then the Selling Member within 120 days after the delivery of the offer may sell such interest to any other person or entity at a purchase price which is not less than the purchase price prescribed in the offer and upon terms and conditions which are substantially the same as the terms and conditions set forth in the offer, provided all other applicable requirements of this Agreement are complied with. An assignment of such interest to a person or entity who is not a Member of the Limited Liability Company shall only entitle such person or entity to the allocations and distributions to which the assigned interest is entitled, unless such person or entity applies for admission to the Limited Liability

Company and is admitted to the Limited Liability Company as a Member in accordance with this Agreement.

If the Selling Member does not sell such interest within said 120 days, then the Selling Member may not thereafter sell such interest without again offering such interest to the other Members in accordance with this Article 14.

15. Admission of New Members

The Members may admit new Members (or transferees of any interests of existing Members) into the Limited Liability Company by the unanimous vote or consent of the Members.

As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Managing Members, as the Managing Members may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this Agreement or the Articles of Organization, which the Managing Members may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Limited Liability Company. The Managing Members may make pro rata allocations of income, losses or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Limited Liability Company if such admission would be in violation of applicable federal or state securities laws or would adversely affect the treatment of the Limited Liability Company as a partnership for income tax purposes.

16. Dissolution and Liquidation

The Limited Liability Company shall terminate upon the occurrence of any of the following: the election by the Members to dissolve the Limited Liability Company made by the unanimous vote or consent of the Members; or any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Limited Liability Company.

The liquidation of the Limited Liability Company shall be conducted and supervised by the Managing Members or if there be none then by a person designated for such

purposes by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Limited Liability Company in accordance with this Agreement.

Promptly after the termination of the Limited Liability Company, the Liquidating Agent shall cause to be prepared and furnished to the Members a statement setting forth the assets and liabilities of the Limited Liability Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Limited Liability Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Limited Liability Company shall be applied and distributed in the following order of priority: (a) to the payment of the expenses of liquidation and the debts and liabilities of the Limited Liability Company, other than debts and liabilities to Members; (b) to the payment of debts and liabilities to Members; (c) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Limited Liability Company, which reserves shall be paid over to an attorney-at-law admitted to practice in the State of New York as escrowee, to be held for a period of two years for the purpose of payment of the aforesaid liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as hereinafter provided; (d) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in his capital account, in accordance with the rules and requirements of Trea. Reg. Section 1.704-1(b)(2)(ii)(b); and (e) to the Members in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Trea. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Members shall cease to be such, and the Managing Members shall execute, acknowledge and cause to be filed such certificates and other instruments as may be necessary or appropriate to evidence the dissolution and termination of the Limited Liability Company.

17. Representations of Members

Each of the Members represents, warrants and agrees that the Member is acquiring the interest in the Limited Liability Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is over the age of 21; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its state of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any

court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any state or other governmental authorities, as the same may be amended.

18. Notices

All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by Federal Express courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Limited Liability Company, to the Limited Liability Company c/o the Managing Members at their address first above written or to such other address or addresses as may be designated by the Limited Liability Company or the Managing Members by notice to the Members pursuant to this Article 18; (b) if to the Managing Members, to the Managing Members at their address first above written or to such other address or addresses as may be designated by the Managing Members by notice to the Limited Liability Company and the Members pursuant to this Article 18; and (c) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Limited Liability Company and the other Members pursuant to this Article 18.

19. Power of Attorney

Each Member agrees to execute, acknowledge, swear to, deliver, file, record and publish such further certificates, instruments and documents, and do all such other acts and things as may be required by law, or as may, in the opinion of the Managing Members, be necessary or desirable to carry out the intents and purposes of this Agreement.

Each Member, whether a signatory hereto or a subsequently admitted Member, hereby irrevocably constitutes and appoints the Managing Members (including any successor Managing Members) the true and lawful attorney-in-fact of such Member, and empower and authorize such attorney-in-fact, in the name, place and stead of each Member, to execute, acknowledge, swear to and file the Articles of Organization and any amendments thereto, and any other certificates, instruments and documents which may be required to be executed or filed under laws of any state or of the United States, or which the Managing Members shall deem advisable to execute or file, including without limitation all instruments which may be required to effectuate the formation, continuation, termination, distribution or liquidation of the Limited Liability Company.

It is expressly acknowledged by each Member that the foregoing power of attorney is coupled with an interest and shall survive any assignment by such Member of such Member interest in the Limited Liability Company; provided, however, that if such Member shall assign all of his interest in the Limited Liability Company and the assignee shall become a

substituted Member in accordance with this Agreement, then such power of attorney shall survive such assignment only for the purpose of enabling the Managing Members to execute, acknowledge, swear to and file all instruments necessary or appropriate to effectuate such substitution.

20. Amendments

This Agreement may not be altered, amended, changed, supplemented, waived or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Members holding two-thirds of the Members' Percentage Interests. No amendment may be made to Articles 6, 8, 13 and 16 hereof, insofar as said Articles apply to the financial interests of the Members, except by the vote or consent of all of the Members. No amendment of any provision of this Agreement relating to the voting requirements of the Members on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Members required to vote on such subject.

21. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of New York. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities. The Managing Members and the Members collectively are referred to herein as the Members. Any one of the Members is referred to herein as a Member.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Members that this Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the New York Limited Liability Company Act, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the New York Limited Liability Company Act, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the New York Limited

11/22/2004 01:10 9149930648

11/22/2004 12:15 12127955574

11-22-2004 11:26am From: BELKIN BURDEN BENIG & GOLDMAN, LLP

SIERRA ASSETS GROUP

MIRIMAR MGMT CORP

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Liability Company Act. If the New York Limited Liability Company Act is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

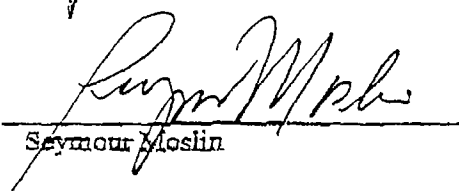
Subject to the limitations on transferability contained herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.


No provision of this Agreement is intended to be for the benefit of or enforceable by any third party. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

In the presence of:


Harvey Norkin


Seymour Maslin


Lucille Maslin, as Trustee under Article 5 of the
Will of Paul Maslin, deceased

STATE OF New York, COUNTY OF New York, ss.

On the 22 day of November, 2004, before me, the undersigned notary public, personally appeared Harvey Sorkin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

No. 01N14661198
Catherine Nichols
Notary Public State Of New York
Qualified in New York County
My Commission Expires _____
Catherine Nichols
Notary Public
My commission expires on 8/31/05

STATE OF New York, COUNTY OF New York, ss.

On the 23 day of November, 2004, before me, the undersigned notary public, personally appeared Seymour Moslin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

No. 01N14661198
Catherine Nichols
Notary Public State Of New York
Qualified in New York County
My Commission Expires 8/31/05
Catherine Nichols
Notary Public
My commission expires on 8/31/05

STATE OF New York, COUNTY OF New York, ss.

On the 23 day of November, 2004, before me, the undersigned notary public, personally appeared Lucille Maslin, as Trustee under Article 5 of the Will of Paul Maslin, deceased, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

No. 01N14661198
Catherine Nichols
Notary Public State Of New York
Qualified in New York County
My Commission Expires 8/31/05
Catherine Nichols
Notary Public
My commission expires on 8/31/05



State of California
Secretary of State

LIMITED LIABILITY COMPANY
APPLICATION FOR REGISTRATION

File # **200603910237**

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

FEB 03 2005

A \$70.00 filing fee AND a certificate of good standing from an authorized public official of the jurisdiction of formation must accompany this form.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

ENTITY NAME (End the name in Item 1 with the words "Limited Liability Company," "Ltd. Liability Co." or the abbreviations "LLC" or "L.L.C.")

1. NAME UNDER WHICH THE FOREIGN LIMITED LIABILITY COMPANY PROPOSES TO REGISTER AND TRANSACT BUSINESS IN CALIFORNIA
PIZZA PEPS COMPANY LLC

2. NAME OF THE FOREIGN LIMITED LIABILITY COMPANY, IF DIFFERENT FROM THAT ENTERED IN ITEM 1 ABOVE
PIZZA COMPANY LLC

DATE AND PLACE OF ORGANIZATION

3. THIS FOREIGN LIMITED LIABILITY COMPANY WAS FORMED ON 6 - 04 - 03 IN NEW YORK
(MONTH) (DAY) (YEAR) (STATE OR COUNTRY)

AND IS AUTHORIZED TO EXERCISE ITS POWERS AND PRIVILEGES IN THAT STATE OR COUNTRY.

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both Items 4 and 5 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 4 must be completed (leave Item 5 blank).)

4. NAME OF AGENT FOR SERVICE OF PROCESS
XL CORPORATE SERVICES, INC.

5. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA CITY STATE ZIP CODE
CA

APPOINTMENT (The following statement is required by statute and may not be altered.)

6. IN THE EVENT THE ABOVE AGENT FOR SERVICE OF PROCESS RESIGNS AND IS NOT REPLACED, OR IF THE AGENT CANNOT BE FOUND OR SERVED WITH THE EXERCISE OF REASONABLE DILIGENCE, THE SECRETARY OF STATE OF THE STATE OF CALIFORNIA IS HEREBY APPOINTED AS THE AGENT FOR SERVICE OF PROCESS OF THIS FOREIGN LIMITED LIABILITY COMPANY.

OFFICE ADDRESSES (Do not abbreviate the name of the city.)

7. ADDRESS OF THE PRINCIPAL EXECUTIVE OFFICE CITY AND STATE ZIP CODE
C/O GREENE & ZINNER, P.C., 202 MAMARONECK AVE., WHITE PLAINS, NY 10601

8. ADDRESS OF THE PRINCIPAL OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE
CA

EXECUTION

9. I, (DECLARE) I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

SIGNATURE OF AUTHORIZED PERSON

DATE

HARVEY BORKIN

Managing Member

TYPE OR PRINT NAME OF AUTHORIZED PERSON

TITLE OF AUTHORIZED PERSON

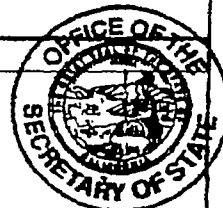
RETURN TO (Enter the name and the address of the person or firm to whom a copy of the filed document should be returned.)

10. NAME

FIRM

ADDRESS

CITY/STATE/ZIP



State of California
Secretary of State

CERTIFICATE OF REGISTRATION

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That on the 3rd day of February, 2006, PIZZA PEPS COMPANY LLC, complied with the requirements of California law in effect on that date for the purpose of registering to transact intrastate business in the State of California; and further purports to be a limited liability company organized and existing under the laws of the State of New York as PIZZA COMPANY LLC and that as of said date said limited liability company became and now is duly registered and authorized to transact intrastate business in the State of California, subject, however, to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great Seal
of the State of California this day of
February 11, 2006.



BRUCE McPHERSON
Secretary of State

RVA



State of California
Secretary of State

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

FEB 11 2006

BRUCE McPHERSON
Secretary of State